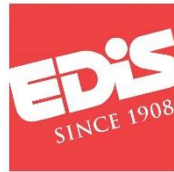


# Baltz Elementary School Capital Improvements

Red Clay Consolidated School District



EDiS Company, Inc.



Bid Package "B" Mechanical Re-Bid

Volume I

15 March 2017

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SECTION 000115 LIST OF DRAWINGS

DRWG NO.	DRAWING NAME	BID PACK	ISSUE DATE	LATEST REV. DATE
A1.0	COVER SHEET	B	3/15/17	
A3.1	LOWER LEVEL FLOOR PLAN	B	3/15/17	
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A4.1	BUILDING ELEVATIONS	B	3/15/17	
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A6.1	STOREFRONT ELEVATIONS	B	3/15/17	
A6.2	STOREFRONT DETAILS	B	3/15/17	
A6.3	CURTAINWALL DETAILS	B	3/15/17	
M8.1	PARTIAL LOWER LEVEL AND FIRST FLOOR MECHANICAL PLAN	B	3/15/17	
M8.2	PARTIAL SECOND FLOOR MECHANICAL PLAN	B	3/15/17	

## SECTION 001113 ADVERTISEMENT FOR BID

### Receipt of Bids

Public notice is hereby given that sealed bids for the following prime contracts will be received for the construction of Austin D. Baltz Elementary School Capital Improvements located at 1500 Spruce Avenue, Wilmington, DE 19805. Bids will be received at the Red Clay Consolidated School District, 1798 Limestone Road, Wilmington, DE 19804 until 3:00 PM local time on Thursday, April 20, 2017, at which time they will be publicly opened and read aloud. ***Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.*** The time and location of the bid opening may be extended with a minimum of 2 calendar days notice to the Bidders.

Contract B-04 Mechanical Re-Bid

### Bidding Document

Documents may be viewed and downloaded at EDiS' FTP site. Bidders requesting the log on information may obtain user name and password permission by contacting Cyndi Slothour with EDiS Company at [cslothour@ediscompany.com](mailto:cslothour@ediscompany.com) or 302-421-2882. Each contractor will be required to provide the following information prior to receiving the log on information: company name, contact name, email address, phone number, fax number and postal mailing address.

It is the responsibility of each bidder to review and coordinate all Project Documents. This includes plans, specifications and addendums. Documents may be examined on the State of Delaware Online Bid Solicitation Directory, [bids.delaware.gov](http://bids.delaware.gov), or at the office of the Construction Manager, EDiS Company, 110 S. Poplar Street, Suite 400, Wilmington, Delaware 19801; the Architect, Studio Jaed, 2500 Wrangle Hill Road, Wilmington, DE 197016; and the office of Delaware Contractors Association, 527 Christiana Stanton Road, Newark, Delaware 19713.

### Bid Security

A bid security in the amount of 10% of the bid including all alternates, plus a consent of surety must accompany each bid. Bid Security shall specify the Owner as the obligee. Owner: Red Clay Consolidated School District, 1502 Spruce Avenue, Wilmington, Delaware 19805.

### Pre-Bid Meeting

A pre-bid meeting will be held at the Austin D. Baltz Elementary School, on Wednesday, April 5, 2017 at 4:00 p.m. local time. A site visit will be conducted immediately following the pre-bid meeting. Attendance is mandatory.

### Questions

Please contact EDiS Company, Daniel Lyons at [dlyons@ediscompany.com](mailto:dlyons@ediscompany.com) or 302-421-2986 with questions.

Conformance to the Delaware Architectural Accessibility Act and the standards of the Architectural Accessibility Board is required on the Project.

Prevailing Wage Rates, as described by Delaware Law, must be adhered to where applicable.

The Red Clay Consolidated School District reserves the right to waive irregularities and to reject any and all bids.

Pursuant to the Office of Management and Budget (OMB) "4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects" requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds implement a Mandatory Drug Testing Program. The regulation can be downloaded from the following website:

<http://regulations.delaware.gov/AdminCode/title19/4000/4100/index.shtml#TopOfPage>

END OF SECTION

SECTION 002113 - INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- 1.1 Bidding Documents include the Contract Documents, Invitation to Bid, Instructions to Bidders, the Proposal Forms, Contract, General Conditions of the Contract, Supplementary Conditions, Specifications, Plans, and any Addenda issued prior to receipt of bids.
- 1.2 All definitions set forth in the General Conditions and the other Contract Documents are applicable to the Bidding Documents.
- 1.3 “Addenda” are written or graphic instruments issued by the Architect/Engineer prior to the receipt of bids which modify or interpret the Bidding Documents, by additions, deletions, clarifications or corrections. Addenda become part of the contract documents upon execution of the agreement.
- 1.4 The term Work is defined in 1.1.3 of the General Conditions.
- 1.5 A “Unit of Work” includes all Work covered by the one or more Sections of the specifications listed under that particular Unit of Work in Section 011100 - SUMMARY OF WORK. A Unit of Work is the smallest portion of the Project for which a separate Bid will be accepted by the Construction Manager. The word “Unit” means “Unit of Work” whenever the context clearly implies “Unit of Work”.
- 1.6 A “Bid” is a complete and properly signed proposal to do one or more Units of Work for the sum stipulated therein.
- 1.7 A “Bidder” is one who submits a Bid to the Bidding Agency for the Unit or Units of Work indicated therein.
- 1.8 A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including drawings, which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in Contract Documents are defined generally in this article. Definitions and explanations to this section are not necessarily either complete or exclusive, but are general for the work to the extent not stated more explicitly in another provision of Contract Documents.
- 1.9 General Requirements (or Conditions) apply to entire work of Contract and, where so indicated, to other elements which are included in the project.
- 1.10 The term “indicated” is a cross reference to details, notes or schedules on the

Drawings, to other similar means of recording requirements in the Contract Documents. Where terms such as “shown”, “noted”, “schedule” and “specified” are used in lieu of “indicate,” it is for purpose of helping to locate cross reference and no limitation of location is intended, except as specifically noted.

- 1.11 Where not otherwise explained, terms such as “directed”, “requested”, “authorized”, “selected”, “approved”, “required”, “accepted” and “permitted” mean “directed by Construction Manager or Architect”, “requested by Construction Manager or Architect”, etc.
- 1.12 Where used in conjunction with Construction Manager’s or Architect’s response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of the term “approved” will be held to limitations of Construction Manager’s and Architect’s responsibilities and duties as specified in General and Supplementary Conditions. In no case will “approval” by Construction Manager or Architect be interpreted as a release of Contractor from responsibilities to fulfill requirements of the Contract Documents.
- 1.13 The “Project Site” is the space available to Contractor for performance of the Work, either exclusively or in conjunction with others performing other work as part of the Project. The extent of project site is shown on the Drawings and may or may not be identical with description of the land upon which project is to be built. The Contractor shall visit the site to verify contract or construction limits.
- 1.14 Except as otherwise defined in greater detail, term “furnish” is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
- 1.15 Except as otherwise defined in greater detail, term “install” is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations as applicable in each instance.
- 1.16 Except as otherwise defined in greater detail, term “provide” means furnish and install, complete and ready for intended use, as applicable in each instance.
- 1.17 An “Installer” is the entity, person or firm, engaged by the Contractor or his subcontractor or sub-subcontractor for the performance of a particular unit of work at the project site, including installation, erection, application and similar required operation. It is a general requirement that such installers be expert in operations they are engaged to perform.
- 1.18 The duties and obligations of the Contract apply to this Contractor (as defined

herein) regardless of similar or identical duties or obligations of other Prime Contractors related to the Project. Therefore, even though other Prime Contractors may have similar, identical or overlapping duties and obligations, each and every duty and obligation set forth in this Contract is enforceable against this Contractor.

2. BIDDER'S REPRESENTATION

2.1 Each Bidder in submitting its bid represents that:

1. It has read and understands the Bidding Documents and its Bid is made in accordance therewith.
2. Contractor has visited the site; familiarized himself with the local conditions under which the work is to be performed; compared the site with drawings and specifications; satisfied himself of the conditions of delivery, handling and storage of materials and all other matters that may be incidental to the Work before submitting his Bid.
3. Its Bid is based upon the materials and equipment described within the Bidding Documents without exceptions.

2.2 EVIDENCE OF REPRESENTATION

1. Submission of a Bid will be considered as evidence of the bidder's representation. No allowance will subsequently be made to the successful contractor by reason of any error omission on his part, due to his neglect in complying with the requirements of this article.

3. BIDDING DOCUMENTS

3.1 ISSUANCE

1. The drawings and specifications of preceding bid packages may not be issued with the drawings and specifications of this bid package but are included by reference in the Table of Contents. Contractors bidding on work in this bid package are responsible for knowing what work has preceded this bid package and how it affects its work. In order to assist contractors in this effort, the contract documents from preceding or simultaneous bid packages will be available for review at the Construction Manager's FTP site; bids.ediscompany.com. Bidders requesting the log on information may obtain user name and password permission by contacting Cyndi Slothour with EDiS Company at [cslothour@ediscompany.com](mailto:cslothour@ediscompany.com). Bidding documents will be made available to qualified bidders only. Contractors are advised that no change

orders will be allowed that are based on ignorance of work assigned in preceding or simultaneous bid packages.

2. Bidding Documents will not be issued to subcontractors or other individuals or organizations who will not be contracting directly with the Owner.
3. The complete set of Bidding Documents shall be used in preparing bids; neither the Owner, the Architect nor the Construction Manager assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
4. The Owner, Architect, and the Construction Manager, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

### 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

1. Bidders shall examine the Bidding Documents carefully and shall promptly notify the Construction Manager of any ambiguity, inconsistency or error which they may discover. No request for adjustment of Contract Time or Sum shall be permitted with regard to any purported ambiguity, inconsistency or error not promptly noticed to the Construction Manager.
2. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Construction Manager to reach him at least seven days prior to the date of receipt of bids.
3. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes.

### 3.3 SUBSTITUTIONS

1. Refer to Specification Section 016200 - MATERIAL AND EQUIPMENT.
2. Substitution requests must be made at least seven (7) days prior to the receipt of bids.

### 3.4 ADDENDA

1. Addenda will be emailed to each person or firm recorded by the Construction Manager as having received a complete set of the Bidding Documents, and will be available for inspection on the EDiS FTP site and wherever the Bidding Documents are kept available for that purpose.
2. Addenda issued during the time of bidding shall be listed on Bid form in the space provided. Failure of a Bidder to receive any Addendum shall not release the Bidder from any obligations under his Bid, provided said addendum was sent by e-mail to the address furnished by the bidder for transmittal of mail.
3. No Addenda will be issued later than three (3) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of Bids.

4. BIDDING PROCEDURE

4.1 FORM AND STYLE OF BIDS

1. Bids shall be submitted in triplicate upon the proposal form included in these specifications, or upon an exact copy of it.
2. The Bidder shall complete all blank spaces on the Bid form.
3. Where indicated on the Bid form, sums shall be expressed in both words and figures. In case of discrepancy between the two, the written amount shall govern.
4. Any interlineation, alteration or erasure of an entry made in a blank space of the form must be initialed by the signer of the Bid. However, no interlineation, alteration or erasure shall be made in the wording printed on the bid form unless the Bidder is instructed by the Bidding Documents to do so. The Bidders shall add no stipulations or qualifications on the Bid form or accompanying the bid form unless permitted by or instructed by the Bidding Documents to do so.
5. All requested quantities, unit prices and alternates shall be included as part of the bid.
6. All signatures shall be in long hand.
7. The Bidder shall include on the Bid Form, within the Base Bid total costs associated with providing both the Labor and Material Payment and Performance Bonds.



8. The Bidder shall affix his seal to the bid form, if organized as a corporation.

#### 4.2 SUBMISSION OF BIDS

1. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or any extension thereof made by Addendum. The time and location of the bid opening may be extended with a minimum of two (2) calendar days notice to the Bidders. Bids received after the time and date for receipt of Bids will be marked "LATE BID" and returned.
2. The Bid Proposal (3 copies) shall be enclosed in a sealed envelope. The envelope shall be addressed to the Owner, and shall be identified with the Project name, the Bidder's name and address and the Unit of Work included in the Bid.
3. If the Bidder submits his Bid by mail, he shall enclose the above described sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.
4. Bids shall include a fully executed Bid Bond, Power of Attorney, Non-collusion Statement, Consent of Surety and Subcontractor listing.
5. The Bidder shall include signed Affidavit(s) for the Bidder and each listed Subcontractor certifying compliance with OMB Regulation 4104- "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects."

#### 4.3 MODIFICATION OR WITHDRAWAL OF BID

1. A Bidder may modify his Bid in writing at any time prior to the time scheduled for receiving Bids, provided such written modification is received by the Construction Manager prior to said time.
2. Unless specifically authorized, faxed bids will not be considered.
3. No Bidder shall modify, withdraw or cancel his Bid or any part thereof for SIXTY (60) days after the time designed for the receipt of Bids, in the Invitation to Bid. Any further extension of the time will be by mutual consent of the Owner and the Contractor.
4. A Bid may be withdrawn up until the time scheduled for receiving the Bids. Such withdrawal shall be in writing.

5. CONSIDERATIONS OF BIDS

5.1 OPENING OF BIDS

1. Bid shall be publicly opened and read aloud.

5.2 REJECTION OF BIDS

1. The Owner, in its sole discretion, shall have the right to reject any or all bids for any reason or for no reason whatsoever.

5.3 ACCEPTANCE OF BIDS

1. The Owner, in its sole discretion, shall have the right to waive any informality or irregularity in any Bid received.
2. The Owner shall have the right to accept Alternates in any order or combination.

6. SUBCONTRACT INFORMATION

6.1 SUBMISSION OF SUBCONTRACTOR LIST

1. Should the Contractor fail to utilize any or all of the Subcontractors in the Contractor's Bid statement in the performance of the Work on the public bidding, the Contractor shall be penalized in the amount of (project specific amount \*). The Agency may determine to deduct payment of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency awarding the Contract, only if it is established to the satisfaction of the Agency that the Subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted unless an application is filed within one year after the liability of the successful Bidder accrues. All penalty amounts assessed and not refunded or remitted to the Contractor shall be reverted to the State.

\* one (1) percent of the contract amount not to exceed \$10,000.

2. Upon request of the Construction Manager, the Bidder shall within seven (7) days of the request submit a list of the other subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) if any, proposed for the various portions of the

Work not included in the subcontractors list submitted with the bid.

3. The Bidder will be required to establish to the satisfaction of the Construction Manager the capability and experience of all proposed subcontractors to furnish and perform the work described in the sections of the specifications pertaining to such proposed subcontractor's respective trades.
4. Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner must be used on the work for which they were proposed and accepted, and shall not be changed except with the written approval of the Construction Manager.

7. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

During the performance of this Contract, the Contractor agrees as follows:

- 7.1 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
- 7.2 The Contractor will, in all solicitants or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color sex, or national origin.
- 7.3 The term "Contract for public works" means construction, reconstruction, demolition, alteration and repair work and maintenance work paid for, in whole or in part, with public funds.
- 7.4 The Secretary of the Department of Labor shall be responsible for the administration of this section and shall adopt such rules and regulations and issue such orders as he deems necessary to achieve the purpose thereof, provided that no requirement established hereby shall be in conflict with subchapter 6904 of this title.

8. PREVAILING WAGE REQUIREMENT

- 8.1 Wage Provisions: In accordance with Delaware Code, Title 29, Section 6960, renovation projects whose total cost shall exceed \$15,000 and \$100,000 for new construction, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.
- 8.2 The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average paid to all employees reported.
- 8.3 The Contractor shall pay all mechanics and labors employed directly upon the site of work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.
- 8.4 The scale of the wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work.
- 8.5 Every contract based upon these specifications shall contain a stipulation that certified sworn payroll reports be maintained by every Contractor and Subcontractor performing work upon the site of construction. The Contractor and Subcontractor shall keep and maintain the sworn payroll information for a period of 2 years from the last day of the work week covered by the payroll. A certified copy of these payroll reports shall be made available: 1) Effective June 30, 2007, all Contractors performing work on public work projects are required to furnish sworn payroll records on a weekly basis to the Department of Labor. Specifically, 29 Del. C. § 6960(c) states that "(e)very contract... shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly." Further, that "(t)he Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll." Lastly, the failure to submit payroll reports shall be subject to a civil penalty of not less than \$1,000 nor more than \$5,000 for each violation. 29 Del. C. § 6960(e). Sworn payroll information shall consist of a fully completed and notarized report on a form provided upon request by the Department of Labor. See Delaware Prevailing Wage Regulations VII A.2(c)"; 2) upon request by the public or for copies thereof. However, a request by the public must be made through the Department of Labor. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the

Department of Labor in accordance with the Department's copying fee policy. The public shall not be given access to the records at the principal office of the Contractor or Subcontractor; and 3) the certified payroll records shall be on a form provided by the Department of Labor or shall contain the same information as the form provided by the Department and shall be provided within 10 days from receipt of notice requesting the records from the Department of Labor.

9. PERFORMANCE AND PAYMENT BONDS

9.1 The Contractor shall be required to furnish bonds covering the faithful performance of the contract and the payment of all obligations arising thereunder with such sureties secured through the Bidder's usual sources as may be agreeable to the parties. The Owner shall be noted as the obligee. The Owner is the Red Clay Consolidated School District.

9.2 The performance and payment bonds shall each be in an amount equal to 100% of the Contract Sum as adjusted from time to time. The Owner shall be noted as the obligee. The Owner is the Red Clay Consolidated School District.

9.3 TIME OF DELIVERY AND FORM OF BONDS

1. The Bidder shall deliver the required bonds within seven (7) days from receipt of request from the Construction Manager.
2. The performance and payment bonds shall be written in the form found in Section 00600 Bonds.
3. The required bonds shall be by an authorized agent of the bonding company and shall be accompanied by a certified and current copy of the bonding agent's Power of Attorney, indicating the monetary limit of such power. The bonding company shall be licensed to operate in the state which the work is to be performed.

10. EXECUTION OF AGREEMENT

10.1 The Agreement will be written on a contract form, stipulated by the Owner, a copy of which is included in the Specifications.

10.2 The Bidder shall, within seven (7) days following its presentation, execute the Agreement and return it to the Construction Manager.

10.3 The Bidder agrees to commence work within seven (7) days of 1) execution of the Agreement, or 2) receipt of a Letter of Intent to execute the Agreement, or other

authorization to proceed, if furnished at an earlier date.

- 10.4 The Bidder shall provide two (2) business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors.
- 10.5 If the successful Bidder fails to execute the required Contract and Bond, as aforesaid, within twenty (20) days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.

## 11. GENERAL COMMENTS

### 11.1 JOINT VENTURE AGREEMENTS

In the event of a mandatory pre-bid meeting, representatives of both Joint Ventures must attend the pre-bid meeting and must be an officer and co-joint venture of the corporations involved.

Each Joint Venture shall be qualified and capable to complete the project with their own forces.

Included with the bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Ventures involved.

All required bid bonds, performance bonds, material and labor payment bonds must be executed by both Joint Ventures and be placed in both of their names.

All required insurance certificates shall name both Joint Ventures.

Both Joint Ventures shall sign the bid form and shall submit a valid Delaware Business License Number with their bid or shall state that the process of application for a Delaware Business License has been initiated.

Both Joint Ventures shall include their Federal E. I. Number with the bid.

Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the Owner.

### 11.2 LICENSE APPLICATION REQUIRED TO BID

A business license application must be initiated prior to or in conjunction with the submission of a bid on competitively bid contracts exceeding \$50,000; or in the case of a subcontractor, prior to the submission of a bid by the general contractor. The license application procedure may be initiated by visiting or calling the Division of Revenue.

11.3 BONDING REQUIREMENTS FOR NON-RESIDENT CONTRACTORS

All non-resident contractors are reminded that they must supply a surety or cash bond to the Division of Revenue equal to six percent (6%) of the total of all contracts exceeding \$20,000 for construction within this state. For Division of Revenue purposes, cash bonds and bank letters of credit issued by financial institutions will be accepted on all contracts.

11.4 CONTRACT AWARD TO NON-RESIDENT CONTRACTORS

Every architect, or professional engineer or contractor or construction manager engaging in the practice of such profession shall furnish the Department of Finance within 10 days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of the total value of such contract or contracts together with the names and addresses of the contracting parties.

11.5 STATE LICENSE AND TAX REQUIREMENTS

The Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the State Tax Department within ten (10) days after award of the Contract, a statement of the total values of each contract and subcontract, together with the names and addresses of the contracting parties. All Contractors are required to submit a copy of their City of Wilmington and New Castle County business license to the Construction Manager.

11.6 RIGHT TO AUDIT RECORDS

The Owner (contracting agency) shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.

Said books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under the Prime Contract and by the

Subcontractor for a period of three (3) years from the date of final payment under the Subcontract.

11.7 LIQUIDATED DAMAGES

Contractors shall be held liable for liquidated damages if work is not completed prior to the completion date. Contractors are responsible to provide sufficient manpower, equipment, and materials to complete work as shown in the project schedule. Any delays in completing a phase of work due to issues caused by a contractor will be subject to a penalty of \$1,000 per calendar day that the work is not completed following the scheduled completion date of that phase of work.

11.8 PREQUALIFICATION

Not applicable

11.9 PREFERENCE FOR DELAWARE LABOR

In the construction of all public works for the State or any political subdivision thereof or by firms contracting with the State or any political subdivision thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State. Each public works contract for the construction of public works for the State or any political subdivision thereof shall contain a stipulation that any persons, company or corporation who violates this section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section.

END OF SECTION



Red Clay Consolidated School District  
Capital Improvements  
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CONTRACT B-04 Mechanical Re - bid

BID FORM

For Bids Due: \_\_\_\_\_ To: Red Clay Consolidated School District  
1502 Spruce Avenue  
Wilmington, Delaware 19805

Name of Bidder: \_\_\_\_\_

Bidder Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Delaware Business License No.: \_\_\_\_\_ Taxpayer ID No.: \_\_\_\_\_

(Other License Nos.): \_\_\_\_\_

Phone No.: (        ) \_\_\_\_\_ - \_\_\_\_\_ Fax No.: (        ) \_\_\_\_\_ - \_\_\_\_\_

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

\$ \_\_\_\_\_ (\$ \_\_\_\_\_ )

ALTERNATES (Bidders must review Section 012300 Alternates for a complete description of alternates)

Alternate No. 1: Administration Wing

Add/Deduct \_\_\_\_\_ (\$ \_\_\_\_\_ )

UNIT PRICES

Unit prices conform to applicable project specification section. Refer to the specifications for a complete description of the following Unit Prices:

- |  | ADD   |
|--|-------|
| 1. Installation and removal of temporary sheathing to secure an opening created by removal of windows. (S.F.)              | _____ |
| 2. Exterior Cast Stone Sills – Exterior Cast Stone Sills<br>Demo existing exterior cast stone sills and provide new (L.F.) | _____ |

NOTE: The difference in price between Add and Deduct in the above Unit Prices should not exceed ten percent (10%).

I/We acknowledge Addendums numbered \_\_\_\_\_ and the price(s) submitted include any cost/schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for sixty (60) days from the date of opening of bids, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid (if required).

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By \_\_\_\_\_ Trading as \_\_\_\_\_  
(Individual's / General Partner's / Corporate Name)  
\_\_\_\_\_  
(State of Corporation)

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Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness: \_\_\_\_\_ By: \_\_\_\_\_  
(SEAL) ( Authorized Signature )  
\_\_\_\_\_  
( Title )  
Date: \_\_\_\_\_

ATTACHMENTS

Sub-Contractor List  
Non-Collusion Statement  
Bid Bond  
Consent of Surety  
Affidavit of Employee Drug Testing Program  
(Others as Required by Project Manuals)

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SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 6962 (d)(10)b Delaware Code, the following sub-contractor listing must accompany the bid submittal. The name and address of the sub-contractor must be listed for each category where the bidder intends to use a sub-contractor to perform that category of work. In order to provide full disclosure and acceptance of the bid by the Owner, it is required that bidders list themselves as being the sub-contractor for all categories where he/she is qualified and intends to perform such work.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City &amp; State)</u>	<u>Subcontractor's Tax Payer ID # or DE Business License #</u>
1. Mechanical	_____	_____	_____
2. Demolition	_____	_____	_____

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NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date

All the terms and conditions of Contract B-04 Mechanical Re - Bid have been thoroughly examined and are understood.

NAME OF BIDDER: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
(TYPED): \_\_\_\_\_

AUTHORIZED REPRESENTATIVE  
(SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS OF BIDDER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

**BID BOND**

TO ACCOMPANY PROPOSAL  
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: \_\_\_\_\_ of  
\_\_\_\_\_ in the County of \_\_\_\_\_ and State of \_\_\_\_\_ as  
Principal, and \_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_  
\_\_\_\_\_ and State of \_\_\_\_\_ as Surety, legally authorized to do business in the State of Delaware  
("State"), are held and firmly unto the Red Clay Consolidated School District in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or percent not to exceed \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of amount of bid on Contract No. B-04 Mechanical Re - Bid to be  
paid to the Red Clay Consolidated School District for the use and benefit of the Red Clay Consolidated School District for  
which payment well and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators. and  
successors, jointly and severally for and in the whole firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden Principal who has submitted to the  
Red Clay Consolidated School District a certain proposal to enter into this contract for the furnishing of certain material  
and/or services within the State, shall be awarded this Contract, and if said Principal shall well and truly enter into and  
execute this Contract as may be required by the terms of this Contract and approved by the Red Clay Consolidated School  
District this Contract to be entered into within twenty days after the date of official notice of the award thereof in  
accordance with the terms of said proposal, then this obligation shall be void or else to be and remain in full force and  
virtue.

Sealed with \_\_\_\_\_ seal and dated this \_\_\_\_ day of \_\_\_\_\_ in the year of our Lord two thousand  
and \_\_\_\_\_ (20\_\_).

SEALED, AND DELIVERED IN THE PRESENCE OF

\_\_\_\_\_  
Name of Bidder (Organization)

Corporate  
Seal  
Attest \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Surety

Witness \_\_\_\_\_

\_\_\_\_\_  
Title

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CONSENT OF SURETY

DATE \_\_\_\_\_

To:

Gentlemen:

We, the \_\_\_\_\_

\_\_\_\_\_  
(Surety Company's Address)

\_\_\_\_\_  
a Surety Company authorized to do business in the State of Delaware hereby agrees that if

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
is awarded the Contract No. \_\_\_\_\_

We will write the required Performance and/or Labor and Material Bond required by Paragraph 9 of the Instructions to Bidders.

\_\_\_\_\_  
(Surety Company)

By \_\_\_\_\_  
(Attorney-in-Fact)

Red Clay Consolidated School District  
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**AFFIDAVIT  
OF  
EMPLOYEE DRUG TESTING PROGRAM**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite that complies with this regulation:

**Contractor/Subcontractor Name:** \_\_\_\_\_

**Contractor/Subcontractor Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Authorized Representative (typed or printed):** \_\_\_\_\_

**Authorized Representative (signature):** \_\_\_\_\_

**Title:** \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

**THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.**

END OF SECTION



SECTION 005200 - AGREEMENT

1. SUMMARY

1.1. The Agreement Form for this Project is either the American Institute of Architects Standard Form of Agreement between Owner and Contractor, Construction Manager as Advisor, AIA Document A132 - 2009 Edition

1.2 A copy of AIA Document A132 – 2009 Edition is bound into this Project Manual following this page.

1.2.1 Under Article 5.1.4.5 add the following:

“Upon completion of the work under the Contract, the Owner may release 60% of the amount then retained. The balance of the amount retained will be held until:

- A. All reports required of the Contract are received;
- B. All Subcontractors in trades listed on the Bid Form are paid by the Contractor, unless the amount owed to the Subcontractor is disputed, in which case the Owner may withhold 150% of the amount withheld by the Contractor in its dispute with the Subcontractor; and
- C. Final payment is authorized by the Owner.”

END OF SECTION



**AIA®**

# Document A132™ – 2009

## **Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition**

**AGREEMENT** made as of the      day of      in the year  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Red Clay Consolidated School District  
1798 Limestone Road  
Wilmington, Delaware 19804

and the Contractor:  
(Name, legal status, address and other information)

for the following Project:  
(Name, location and detailed description)

The Construction Manager:  
(Name, legal status, address and other information)

EDiS Company  
110 S. Poplar Street, Suite 400  
Wilmington, Delaware 19801

The Architect:  
(Name, legal status, address and other information)

Studio JAED  
2500 Wrangle Hill Road, Suite 110  
Bear, Delaware 19701

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

## EXHIBIT A DETERMINATION OF THE COST OF THE WORK

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Init.

**Portion of the Work**

**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

*(Check the appropriate box.)*

- ☐ Stipulated Sum, in accordance with Section 4.2 below
- ☐ Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below
- ☐ Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

*(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)*

**§ 4.2 Stipulated Sum**

§ 4.2.1 The Stipulated Sum shall be (\$ ), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

**§ 4.2.3 Unit prices, if any:**

*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

**§ 4.2.4 Allowances included in the Stipulated Sum, if any:**

*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Allowance
------	-----------

**§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price**

§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

**§ 4.3.2 The Contractor's Fee:**

Init.

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.3.5 Rental rates for Contractor-owned equipment shall not exceed      percent (      %) of the standard rate paid at the place of the Project.

§ 4.3.6 Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.4.2 The Contractor's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)*

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 4.4.5 Rental rates for Contractor-owned equipment shall not exceed      percent (      %) of the standard rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:

*(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$      ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would

Init.

cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

*(Insert specific provisions if the Contractor is to participate in any savings.)*

§ 4.4.7.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any:

*(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)*

Item	Allowance
------	-----------

§ 4.4.7.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the day of the month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than ( ) days after the Construction Manager receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

### § 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (

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- %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent ( %);
  - .3 Subtract the aggregate of previous payments made by the Owner; and
  - .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to percent ( %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price**

§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

§ 5.1.5.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;
- .2 Add the Contractor's Fee, less retainage of percent ( %). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract retainage of percent ( %) from that portion of the Work that the Contractor self-performs;
- .4 Subtract the aggregate of previous payments made by the Owner;
- .5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

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§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.5.6 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price**

§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 5.1.6.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.6.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 5.1.6.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232-2009;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Contractor's Fee, less retainage of percent ( %). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of percent ( %) from that portion of the Work that the Contractor self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;

Init.



- .6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232-2009.

§ 5.1.6.5 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.

§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 5.1.6.7 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and
- .3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

☐ Arbitration pursuant to Section 15.4 of AIA Document A232-2009.

Init.

[ ] Litigation in a court of competent jurisdiction.

[ ] Other: *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

### § 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009.

### § 7.2

#### Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price

§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232-2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Contractor to the date of termination;
- .2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner.

§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232-2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232-2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.

§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232-2009, except that the term 'profit' shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

Init.

%

§ 8.3 The Owner's representative:  
(Name, address and other information)

§ 8.4 The Contractor's representative:  
(Name, address and other information)

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are AIA Document A232-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

Init.

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- .1 AIA Document A132™-2009, Exhibit A, Determination of the Cost of the Work, if applicable.
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .4 Other documents, if any, listed below:  
*(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232-2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232-2009.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232-2009.)*

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

This Agreement is entered into as of the day and year first written above.

Red Clay Consolidated School District

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Init.

SECTION 006113 – PERFORMANCE AND PAYMENT BONDS

1. PERFORMANCE AND PAYMENT BONDS

1.1 Bonds must be in the following form:

1. Form of Performance Bond (attached).
2. Form of Payment Bond (attached).

**SECTION 00 61 13 - FORM OF PAYMENT BOND**

Bond Number:

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, as principal ("Principal"), and \_\_\_\_\_, a \_\_\_\_\_ corporation, legally authorized to do business in the State of Delaware, as surety ("Surety"), are held and firmly bound unto the State of Delaware, Red Clay Consolidated School District ("Owner"), in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), to be paid to Owner, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, who has been awarded by Owner that certain contract known as Contract No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which Principal is liable, shall make good and reimburse Owner sufficient funds to pay such costs in the completion of the Contract as Owner may sustain by reason of any failure or default on the part of Principal, and shall also indemnify and save harmless Owner from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of Surety and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and Surety hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to Surety as though done or omitted to be done by or in relation to Principal.

Surety hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of Surety and its bond. Any proceeding, legal or equitable, under this Bond may be brought in any court of competent

Red Clay Consolidated School District  
Capital Improvements  
Baltz Elementary School  
Bid Pack B – Mechanical Re - Bid  
15 March 2017

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jurisdiction in the State of Delaware. Notices to Surety or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: Name:

Title:

(Corporate Seal)

SURETY

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: Name:

Title:

(Corporate Seal)

**SECTION 00 61 13 - FORM OF PERFORMANCE BOND**

Bond Number: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, as principal ("Principal"), and \_\_\_\_\_, a \_\_\_\_\_ corporation, legally authorized to do business in the State of Delaware, as surety ("Surety"), are held and firmly bound unto the State of Delaware, Red Clay Consolidated School District ("Owner"), in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) to be paid to Owner, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns. jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, who has been awarded by Owner that certain contract known as Contract No. \_\_\_\_\_ dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse Owner sufficient funds to pay the costs of completing the Contract that Owner may sustain by reason of any failure or default on the part of Principal, and shall also indemnify and save harmless Owner from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by Owner, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause Principal fails or neglects to so fully perform and complete such work

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of Surety and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and Surety hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to



assignees, subcontractors, and other transferees shall have the same effect as to Surety as though done or omitted to be done by or in relation to Principal.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of Surety and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to Surety or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name:

Name:

Title:

(Corporate Seal)

SURETY

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name:

Name:

Title:

(Corporate Seal)

END OF SECTION

SECTION 006216 – CERTIFICATE OF INSURANCE

In conjunction with Insurance Requirements AIA General Conditions, Article 11, the Contractor shall be bound by the following limits of liability insurance (for Contracts under this Bid Pac). The Contractor shall use the standard "ACCORD" for titled "Certificate of Insurance" in submitting his liability insurance limits. The required limits to be inserted in accordance with the sample "ACCORD" form in this section:

GENERAL NOTES

1. Other Insurance
  - 1.1 Contractor shall carry any necessary insurance required to cover Owned and Rental equipment that may be necessary for them to use in the performance of the Work.
2. Contractor shall have the following additional items added to his required "ACCORD" form Certificate of Insurance:
  1. Name and Address of Insured (Contractor).
  2. Description of Operations/Locations -
3. Added Insured – Red Clay Consolidated School District and EDiS Company
4. Certificate Holder – Red Clay Consolidated School District  
1502 Spruce Avenue  
Wilmington, Delaware 19805

Contractors shall note that although not a part of AIA Document A232 - 2009 Edition, these additional articles apply as noted to this Project.

A sample certificate is bound into the Project Manual immediately following this Document.

END OF SECTION

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

XX/XX/XX

PRODUCER

PRODUCER INSURANCE AGENCY  
PO BOX  
PRODUCER STREET ADDRESS  
PRODUCER CITY, ST PROD ZIP

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

SAMPLE SUBCONTRACTOR CERTIFICATE  
(REQUIRED MINIMUM INSURANCE)

INSURER A: XXXXXX

INSURED B: XXXXXX

INSURER C: XXXXXX

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	DATE (MM/YY)	LIMITS	
	<b>GENERAL LIABILITY</b>	XXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>	XXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN: AUTO EA ACC AGG	\$
	<b>GARAGE LIABILITY</b>					
	<input type="checkbox"/> ANY AUTO					
	<b>EXCESS LIABILITY</b>	XXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXX	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	XXXXXXXXXXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	\$
					E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	<b>OTHER</b>					

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**Project:** Austin D. Baltz Elementary School Red Clay Consolidated School District and EDiS Company shall be named as Additional Insureds under Commercial General Liability, Automobile Liability and Umbrella Liability for both ongoing and completed operations. The endorsements providing the Additional Insured status for ongoing and completed operations must be attached to the Certificate of Insurance.

CERTIFICATE HOLDER

X

ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_

CANCELLATION

Red Clay Consolidated School District  
1502 Spruce Avenue  
Wilmington, DE 19805

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SECTION 007200 – GENERAL CONDITIONS

1. SUMMARY

- 1.1. The General Conditions for this Project are the American Institute of Architects General Conditions of the Contract for Construction, Construction Manager as Advisor Edition, AIA Document A232 - 2009 Edition.
- 1.2 A copy of AIA Document A232 - 2009 Edition is bound into this Project Manual following this page.

END OF SECTION

# **Document A232™ – 2009**

## **General Conditions of the Contract for Construction, Construction Manager as Adviser Edition**

for the following PROJECT:  
(Name, and location or address)

**THE CONSTRUCTION MANAGER:**  
(Name, legal status and address)

EDiS Company  
110 South Poplar Street, Suite 400  
Wilmington, DE 19801

**THE OWNER:**  
(Name, legal status and address)

Red Clay Consolidated School District  
1502 Spruce Avenue  
Wilmington, DE 19805

**THE ARCHITECT:**  
(Name, legal status and address)

Studio JAED  
2500 Wrangle Hill Road, Ste 110  
Bear, De 19701

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

Init.

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

**§ 1.1.1 The Contract Documents.** The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement), and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding requirements).

**§ 1.1.2 The Contract.** The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

**§ 1.1.3 The Work.** The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

**§ 1.1.4 The Project.** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

**§ 1.1.5 The Drawings.** The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

**§ 1.1.6 The Specifications.** The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

**§ 1.1.7 Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

**§ 1.1.8 Initial Decision Maker.** The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

### § 1.2 Correlation and Intent of the Contract Documents

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.



**§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.**

**§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.**

**§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

**§ 1.4 Interpretation**

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

**§ 1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect, or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

**§ 1.6 Transmission of Data in Digital Form**

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

**ARTICLE 2 OWNER**

**§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Article 4, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

**§ 2.2 Information and Services Required of the Owner**

**§ 2.2.1** Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the



portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

### § 2.3 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## ARTICLE 3 CONTRACTOR

### § 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

§ 3.1.3 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

**§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

**§ 3.3 Supervision and Construction Procedures**

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of the Project already performed to determine that such portions are in proper condition to receive subsequent Work.

#### § 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

#### § 3.5 Warranty

The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform with the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

#### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

#### § 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay for other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and Construction

Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor in writing, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- 1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- 2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- 3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect through the Construction Manager, the name and qualifications of a proposed superintendent. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review. Failure of the Construction Manager to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 Contractor's Construction Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project schedule to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule.

#### § 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

#### § 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked

and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### § 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

### § 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner's own forces or of other Multiple Prime Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager,



Owner and such other Multiple-Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner, Construction Manager and Architect access to the Work in preparation and progress wherever located.

### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner, Architect, or Construction Manager. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect through the Construction Manager.

### **§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER**

### **§ 4.1 General**

**§ 4.1.1** The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 4.1.2** The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.3 Duties, responsibilities and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect and Contractor. Consent shall not be unreasonably withheld.

§ 4.1.4 If the employment of the Construction Manager or Architect is terminated, the Owner shall employ a successor construction manager or architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

**§ 4.2 Administration of the Contract**

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, or charge of, construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 **Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general



whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

§ 4.2.10 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Construction Manager and Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.12 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.14 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related

documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.16 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.17 The Architect will interpret and decide matters concerning performance under, and requirements of the Contract Documents on written request of the Construction Manager, Owner or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.18 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.19 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Multiple Prime Contractors or subcontractors of other Multiple Prime Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may reply within 14 days to the Contractor in writing stating (1) whether the Owner, the Construction Manager or the Architect has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change,

and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

**§ 5.3 Subcontractual Relations**

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

**§ 5.4 Contingent Assignment of Subcontracts**

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

1. assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
2. assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 5.4.3** Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

**ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS**

**§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts**

**§ 6.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which include persons or entities under separate contracts not administered by the Construction Manager, and to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

**§ 6.1.2** When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11 and 12.

#### § 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Construction Manager and other Multiple Prime Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Multiple Prime Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a separate contractor or to other Multiple Prime Contractors because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces or other Multiple Prime Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and other Multiple Prime Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

#### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, other Multiple Prime Contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

### ARTICLE 7 CHANGES IN THE WORK

#### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor; a Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

#### § 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect and Contractor, stating their agreement upon all of the following:

- .1 The change in the Work;

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- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- 1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- 1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When

both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor.

### ARTICLE 8 TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration, or by other causes that the Architect, based on the recommendation of the Construction Manager, determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

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## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 9.2 Schedule of Values

Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.

### § 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

### § 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided

in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

**§ 9.4.2** Where there are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors' application with information from similar applications for progress payments from other Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

**§ 9.4.3** Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

**§ 9.4.4** The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

**§ 9.4.5** The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

**§ 9.4.6** The representations made pursuant to Sections 9.4.4 and 9.4.5 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager or Architect.

**§ 9.4.7** The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed the Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of



subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager and both will reflect such payment on the next Certificate for Payment.

#### § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary

liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

#### **§ 9.7 Failure of Payment**

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

#### **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the list, the Architect, assisted by the Construction Manager, will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the requirements of the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

**§ 9.8.4** When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall

be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors.

The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

### **§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors;
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- .4 construction or operations by the Owner or other Contractors.

**§ 10.2.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

**§ 10.2.3** The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner, Construction Manager and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

### **§ 10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured,

shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### **§ 10.3 Hazardous Materials**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to, asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner, Construction Manager and Architect in writing.

**§ 10.3.2** Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resumed upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

#### **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Liability Insurance**

**§ 11.1.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set



forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.1.8.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

## § 11.2 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

## § 11.3 Property Insurance

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 **Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 **Loss of Use Insurance.** The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 **Waivers of Subrogation.** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Construction Manager,

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Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or distribution of insurance proceeds in accordance with the direction of the arbitrators.

#### § 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

#### § 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

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## **§ 12.2 Correction of Work**

### **§ 12.2.1 Before or After Substantial Completion**

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

**§ 12.2.2.2** The one-year period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors or other Multiple Prime Contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **§ 12.3 Acceptance of Nonconforming Work**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### **§ 13.2 Successors and Assigns**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in

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Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### § 13.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity or to an officer of the corporation for which it was intended; or if delivered at or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### § 13.4 Rights and Remedies

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Construction Manager, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

### § 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.5.5 If the Construction Manager or Architect is to observe tests, inspections or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

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§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

**§ 13.6 Interest**

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

**§ 13.7 Time Limits on Claims**

The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and the Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

**ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

**§ 14.1 Termination by the Contractor**

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

**§ 14.2 Termination by the Owner for Cause**

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

#### § 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

#### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 Claims

§ 15.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

**§ 15.1.2 Notice of Claims.** Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Construction Manager and or Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3 Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Initial Decision Maker.

**§ 15.1.4 Claims for Additional Cost.** If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3.

**§ 15.1.5 Claims for Additional Time**

**§ 15.1.5.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

**§ 15.1.5.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

**§ 15.1.6 Claims for Consequential Damages.** The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

**§ 15.2 Initial Decision**

**§ 15.2.1** Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision

Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect and Construction Manager, if the Architect or Construction Manager is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a



notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

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STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

## **SUPPLEMENTARY GENERAL CONDITIONS A232-2009**

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A232-2009. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

### TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
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13. MISCELLANEOUS PROVISIONS
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**ARTICLE 1: GENERAL PROVISIONS****1.1 BASIC DEFINITIONS****1.1.1 THE CONTRACT DOCUMENTS**

Delete the last sentence in its entirety and replace with the following:

"The Contract Documents also include Advertisement for Bid, Instructions to Bidder, all documents which are part of the Bid package, including but not limited to sample forms, the Bid Form, the Contractor's completed Bid and the Award Letter."

**1.1.2 THE CONTRACT**

Add the following text at the end of subparagraph (5):

"except as set forth in § 3.7.3, §5.3 and § 5.4."

Add the following new Section: 1.10 Terms Used

"The terms "knowledge", "recognize", and "discover", their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows, recognizes and discovers in exercising the care, skill and diligence required by the Contract Documents. The term "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents."

**1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

Add the following Paragraphs:

1.2.4 In the case of an inconsistency, missing or conflicting information between the Drawings and the Specifications, Contract Documents or between the Contract Documents and applicable standards, codes and ordinances, or within any Contract Document not clarified by addendum, the Contractor shall (i) provide the better quality or greater quantity of Work, or (ii) comply with the more stringent requirements. The Contractor shall submit its proposed work to Architect for review and the work shall be provided in accordance with the Architect's interpretation. The terms and conditions of this Section 1.2.4, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents, including Sections 3.2 and 3.7.

1.2.5 The word "PROVIDE" as used in the Contract Documents shall mean "FURNISH AND INSTALL" and shall include, without limitation, all labor, materials, equipment, transportation, services and other items required to complete the Work.

1.2.6 The word "PRODUCT" as used in the Contract Documents means all materials, systems and equipment.

**1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

Delete Paragraph 1.5.1 in its entirety and replace with the following:

"All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like Projects without the approval of, or additional compensation to, the Architect. The Contractor, Subcontractors, Sub-subcontractors and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and Architect's consultants.

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. ."

Delete Paragraph 1.5.2 in its entirety.

## **ARTICLE 2: OWNER**

### **2.1 General**

2.1.2 Delete Paragraph 2.1.2 in its entirety.

### **2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

2.2.1 Delete the last sentence in this paragraph.

2.2.3 Add the following sentence:

"The Contractor shall at their expense contact all appropriate agencies or utilities to determine the location of all Utilities and, at their expense, shall bear the costs to accurately identify the location of all underground utilities in the area of their excavation and shall bear all cost for any repairs required, together with being solely responsible for any and all other claims, charges, damages, expenses, fees or liabilities arising out of any acts or omissions in failing to accurately identify said utilities."

2.2.5 Delete Subparagraph 2.2.5 in its entirety and substitute the following:

2.2.5 The Contractor shall be furnished free of charge up to five (5) sets of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

2.3 Insert the following words after "repeatedly" in the second line: "or materially".

2.4 Delete the last sentence and substitute the following new sentence:

"If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, at the Owner's option, the excess shall be deducted from any payment thereafter due to the Contractor or shall be paid by the Contractor immediately upon demand of the Owner."

**ARTICLE 3: CONTRACTOR**

3.1.4 Insert the word “observations” after the word “test” in the last line of the sentence.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Delete the third sentence in Paragraph 3.2.4.

3.2.1 Add the following text at the end of the existing subparagraph:

“Prior to execution of the Agreement, the Contractor and each Subcontractor has evaluated and satisfied themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation: (i) the location, condition, layout and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site as it relates to the Work. Except as set forth in Section 10.3, the Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section 3.2.1.”

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.2 Add the following text at the end of the existing sentence: “and for any damages, losses, costs, and expenses resulting from such acts or omissions.”

Add the following Paragraphs:

3.3.2.1 The Contractor shall immediately remove from the Work, whenever requested to do so by the Owner, any person who is considered by the Owner or Architect to be incompetent or disposed to be disorderly, or who for any reason is not satisfactory to the Owner, and that person shall not again be employed on the Work without the consent of the Owner or the Architect.

3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials. Consult the Owner and the Architect before storing any materials.

3.3.5 When any room is used as a shop, storeroom, office, etc., by the Contractor or Subcontractor(s) during the construction of the Work, the Contractor making use of these areas will be held responsible for any repairs, patching or cleaning arising from any acts or omissions with such use.

3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the General Contractor/Construction Manager of any defects or imperfections in

preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized and are expressly waived.

- 3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times.
- 3.4.6 The Contractor shall make reasonable efforts to only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project. The Contractor shall also use reasonable efforts to minimize the likelihood of any strike, work stoppage, or other labor disturbance.
- 3.4.7 In case the progress of the Work is affected by any undue delay in furnishing or installing any items, materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other items, materials or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

### 3.5 WARRANTY

Add the following Paragraphs:

- 3.5.1 The Contractor will warrant all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for one year after Acceptance by the Owner, and will maintain all items in condition that conforms with the Contract Documents during the period of warranty.
- 3.5.2 Non-conforming work during the period of warranty will be corrected by the Contractor at its expense upon demand of the Owner, it being required that the Work conforms to the Contract Documents at the expiration of the warranty period.
- 3.5.3 In addition to the General Warranty there are other warranties required for certain items for different periods of time than the one year as above, and are particularly so stated in that part of the specifications referring to same. The said warranties will commence at the same time as the General Warranty.
- 3.5.4 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense.
- 3.5.5 The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturers' warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturers' warranties.

## 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

## 3.7.1 Delete the second sentence and substitute the following new sentence:

"The Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner, Construction Manager and Architect with copies and/or certificates of all other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

## 3.7.3 Deleted in its entirety and replace with the following: "If the Contractor, any of its Subcontractors or any Sub-subcontractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor, any of its Subcontractors or any Sub-subcontractor shall assume appropriate responsibility for such Work and shall bear the costs, damages, losses, expenses of every kind, including reasonable attorneys' fees, attributable to correction."

Add the following Paragraph:

## 3.7.6 No separate inspection performed or failed to be performed by the Owner, Construction Manager or Architect hereunder shall be a waiver of any of the Contractor's obligations hereunder or be construed as an approval or acceptance of the Work or any part thereof.

## 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULE

Add the following Paragraphs:

## 3.10.5 The schedule shall indicate the proposed starting and completion dates for the various subdivisions of the Work as well as the totality of the Work. The schedule shall be updated every thirty (30) days and submitted to Architect with Contractor's Applications for Payment. Each schedule shall contain a comparison of actual progress with the estimated progress for such point in time stated in the original schedule. If any schedule submitted sets forth a date for Substantial Completion for the Work or any phase of the Work beyond the Date(s) of Substantial Completion established in the Contract (as the same may be extended as provided in the Contract Document(s), the Contractor shall submit to Owner and Architect for their information and to the Construction Manager for its review and approval, a narrative description of the means and methods which Contractor intends to employ to expedite the progress of the Work to ensure timely completion of the various phases of the Work as well as the totality of the Work. To ensure such timely completion, Contractor shall take all necessary action including, without limitation, (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Corrective Measures"). In that event, Contractor is required to implement Corrective Measures, then Contractor shall not be entitled to an adjustment in the Contract Sum, the Schedule or the Contract Time. The date of final completion shall not be changed without the written consent of the Owner.

## 3.10.6 The construction schedule shall be in a detailed precedence-style critical path management ("CPM") or primavera-type format satisfactory to the Construction Manager and Architect that shall also (i) provide a graphic representation of all

activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates").

- 3.10.7 In the event the Construction Manager and/or Architect determine that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, the Construction Manager shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, implementing Corrective Measures. Such Corrective Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Construction Manager's right to require Corrective Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.
- 3.10.8 The Contractor shall not be entitled to an adjustment in the Contract Sum or Contract Time in connection with Extraordinary Measures required by the Construction Manager under or pursuant to this Section 3.10.
- 3.10.9 The Construction Manager may exercise the rights furnished the Construction Manager under or pursuant to this Section 3.10 as frequently as the Construction Manager deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date(s) set forth in the Contract Documents.

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Paragraphs:

- 3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.
- 3.11.2 At the completion of the Project, the Contractor shall obtain a set of reproducible drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.
- 3.11.3 The Contractor shall provide two (2) prints of the as-built conditions, along with the reproducible drawings themselves, to the Owner and one (1) set to the Architect. In addition, attach one complete set to each of the Operating and Maintenance Instructions/Manuals.

- 3.17 In the second sentence of the paragraph, insert "indemnify and" between "shall" and "hold".

## ARTICLE 4: ARCHITECT AND CONSTRUCTION MANAGER

### 4.1 General

- 4.1.2 Insert "As required by law," at the beginning of the first sentence.

### 4.2 Administration of the Contract

Delete the first sentence of Paragraph 4.2.10 and replace with the following:

The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

Delete the second sentence of Paragraph 4.2.10 and replace with the following:

The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Owner's professional judgment to permit adequate review.

Add the following to Paragraph 4.2.16:

There will be no full-time project representative provided by the Owner or Architect on this project.

Add to Paragraph 4.2.19 "and in compliance with all applicable codes, regulations and ordinances." to the end of the sentence.

## ARTICLE 5: SUBCONTRACTORS

### 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

Delete Paragraph 5.2.3 in its entirety and replace with the following:

5.2.3 If the Owner, Architect or Construction Manager has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Architect or Construction Manager has no reasonable objection, subject to the statutory requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4.

Add the following new Paragraph:

5.2.5 Upon written request, the Contractor shall provide to the Owner and Construction Manager an executed copy of all subcontracts, purchase orders and other agreements relating to the Work.

### 5.3 SUBCONTRACTOR RELATIONS

Add the following new Paragraphs:

5.3.1 All subcontracts shall be in writing and shall specifically provide that the Owner is an intended third-party beneficiary of such subcontract. Each subcontract shall contain a contingent assignment of the subcontract to the Owner consistent with Section 5.4

5.3.2 The Contractor shall be responsible for any and all Subcontractors working under it and shall carry insurance for all Subcontractors or ensure that they are carrying it themselves so as to relieve the Owner of any and all liability to be covered by insurance.

**ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS****6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

Delete Paragraph 6.1.3 in its entirety and replace with the following:

"When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Constructor who executes each separate Owner-Contractor Agreement."

**6.2 MUTUAL RESPONSIBILITY**

6.2.3 In the second sentence, strike the word "shall" and insert the word "may".

**ARTICLE 7: CHANGES IN THE WORK**

(SEE ARTICLE 7: CHANGES IN WORK IN THE GENERAL REQUIREMENTS)

7.1.3 Insert the following sentence at the end of the existing sentence: "Except as permitted in Section 7.3, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order."

Add the following new Paragraphs:

7.1.4 A field directive or field order shall not be recognized as having any impact upon the Contract Sum or the Contract Time and the Contractor shall have no claim therefor unless it shall, prior to complying with same and in no event later than ten (10) working days from the date such direction or order was given, submit to the Owner, Construction Manager and Architect for the Architect's and Construction Manager's evaluation and Owner's approval of its change proposal.

7.1.5 When submitting any proposal for Changes in the Work, the Contractor shall include and set forth in clear and precise detail breakdowns of labor and materials for all trades involved for the estimated impact on the construction schedule. If request, the Contractor shall furnish spreadsheets of any Subcontractors.

**7.2 CHANGE ORDERS**

Add the following new Paragraph 7.2.1 – Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule, including the Contract Time.

**ARTICLE 8: TIME****8.2 PROGRESS AND COMPLETION**

Add the following Paragraphs:



8.2.1.1 Refer to Specification Section SUMMARY OF WORK for Contract time requirements.

8.2.4 If the Work falls behind the Progress Schedule as submitted by the Contractor, the Contractor shall employ additional labor and/or equipment necessary to bring the Work into compliance with the Progress Schedule at no additional cost to the Owner.

### 8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Strike "arbitration" and insert "remedies at law or in equity".

Add the following Paragraph:

8.3.2.1 The Contractor shall update the status of the suspension, delay, or interruption of the Work with each Application for Payment. (The Contractor shall report the termination of such cause immediately upon the termination thereof.) Failure to comply with this procedure shall constitute a waiver for any claim for adjustment of time or price based upon said cause.

Delete Paragraph 8.3.3 in its entirety and replace with the following:

8.3.3 Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Paragraph 8.3.1 shall be the Contractor's sole remedy in the progress of the Work and there shall be no payment or compensation to the Contractor for any expense or damage resulting from the delay.

Add the following Paragraph:

8.3.4 By permitting the Contractor to work after the expired time for completion of the project, the Owner does not waive its rights under the Contract.

8.3.5 The parties agree that Paragraph 8.3.3 of the Supplementary General Conditions does not apply to the Construction Manager in the event of a delay caused by a party other than the Construction Manager.

## ARTICLE 9: PAYMENTS AND COMPLETION

### 9.2 SCHEDULE OF VALUES

Add the following Paragraphs:

9.2.1 The Schedule of Values shall be submitted using AIA Document G702, Continuation Sheet to G703.

### 9.3 APPLICATIONS FOR PAYMENT

Add the following Paragraph:

9.3.1.3 Application for Payment shall be submitted on AIA Document G702 "Application and Certificate for Payment", supported by AIA Document G703 "Continuation Sheet". Said Applications shall be fully executed and notarized.

Add the following Paragraphs:

9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments.

9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment.

#### 9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following to 9.5.1:

- .8 failure to provide a current Progress Schedule;
- .9 a lien or attachment is filed;
- .10 failure to comply with mandatory requirements for maintaining Record Documents.
- .11 reasonable evidence that the Work has not progressed as indicated on the Application for Payment; or
- .12 otherwise is responsible for a substantial and material breach of a provision of the Contract Documents.

Add the following Paragraph:

9.5.4 If the Contractor disputes any determination by the Construction Manager or the Architect made in accordance with the foregoing with regard to any Certificate of Payment, the Contractor nevertheless shall expeditiously continue to prosecute the Work.

#### 9.6 PROGRESS PAYMENTS

Delete Paragraph 9.6.1 in its entirety and replace with the following:

9.6.1 After the Architect and the Construction Manager have approved and issued a Certificate for Payment, payment shall be made by the Owner within 30 days after Owner's receipt of the Certificate for Payment.

Add the following Paragraph:

9.6.2.1 Notwithstanding anything in Section 9.6.2 to the contrary, in the event the Construction Manager has reasonable cause to believe a Subcontractor is not being paid by the Contractor, the Construction Manager may elect to make any payment requested by the Contractor on behalf of a Subcontractor of any tier jointly payable to the Contractor and such Subcontractor, provided that in the event the Contractor disputes the sum due to the Subcontractor, Construction Manager shall only pay the sum not disputed by the Contractor, provided that the Contractor provides satisfactory assurance such as a bond to Owner with respect to payment of the disputed sum. The Contractor and such Subcontractor shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint payment be construed to create any (i) contract between the Owner and a Subcontractor of any tier, (ii) obligations from the Owner to such Subcontractor, or (iii) rights in such Subcontractor against the Owner.

#### 9.7 FAILURE OF PAYMENT

In first sentence, strike the first reference to “seven” and insert “thirty (30)”. Also strike “binding dispute resolution” and insert “remedies at law or in equity” and add the following at the end of the Paragraph: “Notwithstanding the preceding sentence, the Contractor shall not stop the Work during the pendency of a bona fide dispute between the Owner and the Contractor, provided any sums in dispute claimed by the Contractor are placed in escrow and Owner agrees to pay said disputed sum in accordance with the resolution of the dispute.

Add the following Paragraph:

9.7.1 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner’s sole discretion, elect either to (i) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (ii) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

#### 9.8 SUBSTANTIAL COMPLETION

9.8.5 In the second sentence, strike “shall” and insert “may”.

### ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

#### 10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Paragraphs:

10.1.1 Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner, Construction Manager and Architect prior to the commencement of that Contractor’s Work.

10.1.2 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time basis. If deemed necessary by the Owner, Construction Manager or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

#### 10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Paragraph:

10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material that may be defined as hazardous must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in foreseeable emergency situations. Material Safety Data Sheets shall be provided directly to the Owner, along with the shipping slips that include those products.

**10.3 HAZARDOUS MATERIALS**

Delete Paragraph 10.3.3 in its entirety.

Delete Paragraphs 10.3.6 in its entirety.

**ARTICLE 11: INSURANCE AND BONDS****11.1 CONTRACTOR'S LIABILITY INSURANCE**

11.1.4 Strike "the Owner" immediately following "(1)" and strike "and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations."

Add the following Paragraph:

11.1.5 If the Contractor fails to purchase or maintain or require to be purchased or maintained the liability insurance specified in the Contract Documents, the Owner may (but shall not be obligated to) purchase such insurance on the Contractor's behalf and shall be entitled to be repaid for any premiums paid therefor by Contractor in the manner set forth in Section 2.4 and/or as provided in Section 9.7.2, at Owner's election.

**11.2 OWNER'S LIABILITY INSURANCE**

Delete Paragraph 11.2 in its entirety.

**11.3 PROPERTY INSURANCE**

Delete Paragraph 11.3 and its subparagraphs in their entirety and replace with the following:

11.3 The Owner will not provide Builder's All Risk Insurance for the Project. The Contractor and all Subcontractors shall provide property coverage for their tools and equipment, as necessary. Any mandatory deductible required by the Contractor's Insurance shall be the responsibility of the Contractor.

**11.4 PERFORMANCE BOND AND PAYMENT BOND**

11.4.1 Add the following sentence: "The bonds will conform to those forms approved by the Office of Management and Budget."

Add the following new Paragraph:

11.4.3 If any Surety hereunder makes any assignment for the benefit of creditors, or commits any act of bankruptcy, or is declared bankrupt, or files a voluntary petition in bankruptcy, or in the reasonable opinion of the Owner is insolvent, the Contractor shall immediately furnish and maintain another Surety in accordance with the provisions of this Section 11.4 satisfactory to the Owner.

**ARTICLE 12: UNCOVERING AND CORRECTION OF WORK****12.2.2 AFTER SUBSTANTIAL COMPLETION**

12.2.2 Add the following sentence at the end of the existing paragraph:

If prior to the date of Substantial Completion, the Contractor, a subcontractor or anyone for whom either is responsible uses or damages any portion of the Work, including, without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

Add the following Paragraph:

12.2.2.1.1 At any time during the progress of the Work, or in any case where the nature of the defects will be such that it is not expedient to have corrected, the Owner, at its option, will have the right to deduct such sum, or sums, of money from the amount of the Contract as determined by the Architect in consultation with the Construction Manager and adjust the difference in value between the defective work and that required under Contract including any damage to the structure.

12.2.2.2 Strike "one" and insert "two".

12.2.2.3 Strike "one" and insert "two".

12.2.5 In second sentence, strike "one" and insert "two".

#### **ARTICLE 13: MISCELLANEOUS PROVISIONS**

##### **13.1 GOVERNING LAW**

Strike "except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4."

Insert "except that, if the parties have selected arbitration as the method of dispute resolution, the Delaware Arbitration Act, 10 Del. C. §5701, shall govern Section 15.4."

##### **13.6 INTEREST**

Strike "the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located." Insert "30 days of presentment of the authorized Certificate of Payment at the annual rate of 12% or 1% per month.

##### **13.7 TIME LIMITS ON CLAIMS**

Strike the last sentence.

Add the following Paragraph:

##### **13.8 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS**

13.8.1 If any provision, specifications or requirement of the Contract Documents conflict or is inconsistent with any statute, law or regulation of the government of the United State of America, the Contractor shall notify the Architect, Construction Manager and Owner immediately upon discovery.

Add the following Paragraph:

- 13.9 "GENERAL PROVISIONS – All personal pronouns used in this Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall include the plural and vice versa. Titles of articles, Sections and Sections are for convenience only and neither limit nor amplify the provisions of this Contract in itself. The use herein of the word "including", when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words as "without limitation", or "but not limited to", or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter.

Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provision, which are hereby deemed severable.

Each party hereto agrees to do all acts and things and to make, execute and deliver such written instruments, as shall from time to time be reasonably required to carry out the terms and provisions of the Contract Documents.

Any specific requirement in this Contract that the responsibilities or obligations of the Contractor also apply to a Subcontractor is added for emphasis and is also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of the Contractor's responsibilities or obligations shall not be construed to diminish, abrogate, or limit any responsibilities or obligations of a subcontractor of any tier under the Contract Documents or the applicable subcontract.

Contractor makes the following representations:

1. Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, locality, local conditions, and with Federal, State and Local Laws, ordinances, rules and regulations that may in any manner effect costs, progress or performance of the Work.
2. Contractor has made examinations, investigations, tests and studies at the project site, as he deems necessary for the performance of the Work at the Contract Price and within the Contract Time. Contractor has correlated the results of all such observations, examinations, tests, reports and data with the terms and conditions of the other Contract Documents.
3. Contractor has given the Architect written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Architect is acceptable to the Contractor."

#### **ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT**

Add the following additional Paragraphs to 14.1.1:

- .5 disregards the instruction of the Construction Manager or Architect when such instructions are based on the requirements of the Contract Documents.

- .6 fails to furnish the Owner and Construction Manager with assurances satisfactory to the Owner and Construction Manager evidencing the Contractor's ability to complete the Work in compliance with the requirements of the Contract Documents.
- .7 fails or neglects to progress work in such a manner to reasonably assure completion of the Work within the Contract Time or in accordance with the Construction Schedule.
- .8 purposefully engages in a strike or work stoppage, or is in any way responsible for hindering or delaying the work of other trades, or ceases to work due to picketing or labor disputes of any kind.

#### 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

Delete Paragraph 14.4.3 in its entirety and replace with the following:

- 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and cost incurred by reason of such termination along with reasonable overhead.

### ARTICLE 15: CLAIMS AND DISPUTES

#### 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete Paragraph 15.1.6 and its subparagraphs in their entirety.

#### 15.2 INITIAL DECISION

Delete Paragraph 15.2.5 in its entirety and replace with the following:

- 15.2.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be subject to mediation and other remedies at law or in equity.

Delete Paragraph 15.2.6 and its subparagraphs in their entirety.

#### 15.3 MEDIATION

- 15.3.1 Strike "binding dispute resolution" and insert "any or all remedies at law or in equity".

15.3.2 In the first sentence, delete "administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement,". Also strike "binding dispute resolution" and insert "remedies at law and in equity".

#### 15.4 ARBITRATION

Delete Paragraph 15.4 and its subparagraphs in their entirety.

END OF SUPPLEMENTARY GENERAL CONDITIONS

SECTION 007343 – WAGE RATE REQUIREMENTS

1. SUMMARY

- 1.1. In accordance with Delaware Code, Title 29, Chapter 69, Section 6912, all laborers and mechanics of the Contractor and all subcontractors employed to perform work directly upon the site of the work shall be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account the full amounts accrued at the time of payment computed at wage rates not less than those determined by the Division of Industrial Affairs, Department of Labor, State of Delaware, as the prevailing rates in this area.
- 1.2 This approved scale of wages must be posted by the Contractor in a prominent and easily accessible place at the site of the work.
- 1.3 It is further stipulated that there may be withheld from the Contractor such accrued payment as may be considered necessary by the contracting officer to pay laborers and mechanics employed by the Contractor or any subcontractors on the work the difference between the rates of wages required and the rate of wages received by such laborers and mechanics and not refunded to the Contractor, subcontractor or their agents.
- 1.4 Where wage rates are published in this Manual they are issued by the State Department of Labor on the date indicated and are included for the convenience of Bidders. The Owner, the Architect, and the Construction Manager, accept no responsibility for the accuracy or applicability of any rates included herein. The actual wage rate determinations which will apply to the work will be those in effect on the first day of public advertisement for bids as determined by the State Department of Labor. It will be the responsibility of each bidder to contact the State Department of Labor and to incorporate these rates in his bid.
- 1.5 "In accordance with Delaware Code, Title 29, Section 6912, as amended July 5, 1994, contractors shall furnish sworn payroll information to the Department of Labor on a weekly basis for each contract which exceeds \$15,000 for renovation work and \$100,000 for new construction. The construction contract amount is based on a cumulative total of all contracts bid for a specific project. Payroll forms for submission may be obtained from the Department of Labor."
  - 1.5.1 A Payroll Report, available from the Department of Labor is to be used to provide this information.
- 1.6 A copy of the Prevailing Wages for the project is attached hereto.

END OF SECTION





STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS  
4425 NORTH MARKET STREET  
WILMINGTON, DELAWARE 19802

TELEPHONE (302) 761-8200  
FAX (302) 761-6601

**Via Email and Regular Mail**

January 10, 2017

Mr. Daniel Lyons  
EDIS Company  
110 S. Poplar Street  
Suite 400  
Wilmington, DE 19805

Re: Window Replacement, Austin D. Baltz Elementary School, New Castle County, DE

Dear Mr. Lyons:

I am responding to your request for a category determination for the Austin D. Baltz Elementary School renovation project, which is a state funded construction project located in New Castle County, DE. The work consists of window replacement. You estimate the total cost of construction for this project to be \$1,900,000.00.


Based upon the information you provided the Department of Labor has determined that this project is a Building Construction project.

Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the March 15, 2016 prevailing wage rates for Building Construction to be included in your bid specification. However, please be advised that, in the event that a contract for a project is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

Lastly, please see the enclosed debarment list. Entities/individuals listed shall not be permitted to bid on, be awarded or work on Delaware State funded construction projects, in the timeframe specified, as provided for under 29 Del.C. §6960 or other applicable State statutes.

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at 302-761-8326.

Sincerely,

  
Randall Carrow  
Labor Law Enforcement Officer  
Randall.Carrow@state.de.us

Enclosures

STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS  
OFFICE OF LABOR LAW ENFORCEMENT  
PHONE: (302) 451-3423

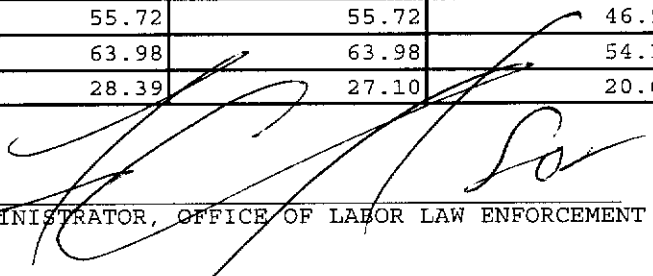
Mailing Address:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

Located at:  
225 CORPORATE BOULEVARD  
SUITE 104  
NEWARK, DE 19702

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 15, 2016

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	22.58	27.81	40.47
BOILERMAKERS	67.59	34.29	50.41
BRICKLAYERS	50.49	50.49	50.49
CARPENTERS	52.81	52.81	41.97
CEMENT FINISHERS	70.82	30.05	21.89
ELECTRICAL LINE WORKERS	44.90	38.50	29.36
ELECTRICIANS	65.10	65.10	65.10
ELEVATOR CONSTRUCTORS	83.06	63.69	31.54
GLAZIERS	69.30	69.30	55.95
INSULATORS	54.38	54.38	54.38
IRON WORKERS	61.20	61.20	61.20
LABORERS	43.60	43.60	43.60
MILLWRIGHTS	66.83	66.83	53.40
PAINTERS	46.72	46.72	46.72
PILEDRIERS	72.97	38.86	31.43
PLASTERERS	29.47	29.47	21.84
PLUMBERS/PIPEFITTERS/STEAMFITTERS	65.95	50.85	55.34
POWER EQUIPMENT OPERATORS	61.36	61.36	43.28
ROOFERS-COMPOSITION	23.49	23.40	20.87
ROOFERS-SHINGLE/SLATE/TILE	18.16	18.07	16.98
SHEET METAL WORKERS	65.14	65.14	65.14
SOFT FLOOR LAYERS	49.77	49.77	49.77
SPRINKLER FITTERS	54.57	54.57	54.57
TERRAZZO/MARBLE/TILE FNRS	55.72	55.72	46.92
TERRAZZO/MARBLE/TILE STRS	63.98	63.98	54.33
TRUCK DRIVERS	28.39	27.10	20.68

CERTIFIED: 11/11/2017

BY:   
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

**NOTE:** THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 451-3423.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: Window Replacement, Austin D. Baltz Elem School; New Caslte County, DE,

## PREVAILING WAGE DEBARMENT LIST

The following contractors have been debarred for violations of the prevailing wage law 29Del.C. §6960 or other applicable State statutes.

Therefore, no public construction contract in this State shall be bid on, awarded to, or received by contractors and individuals on this list for a period of (3) three years from the date of the judgment or as deemed by a court of competent jurisdiction.

Contractor	Address	Date of Debarment
Mullen Brothers, Inc. and Daniel Mullen, individually	3375 Garnett Road, Boothwyn, PA 19060	Indefinite/ Civil Contempt
MMR Associates DBA Peninsula Glass and Michael Rooney, individually	679 Horse Pond Road, Dover, DE 19901	1/20/2015
Site Work Safety Supplies, Inc. and Peter Coker, individually	4020 Seven Hickories Road Dover, DE 19904	1/12/2016
Green Granite and Jason Green, individually	604 Heatherbrooke Court Avondale, PA 19311	Indefinite/ Civil Contempt
DCS Staffing & Cleaning Professionals, LLC	4805 Garrison Blvd. Suite 200 Baltimore, MD 21821	Indefinite/ 19 Del.C. 2374(f)
Pro Image Landscaping, Inc. and Owner(s) individually	23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703	Indefinite/19 Del.C. §108 & 10 Del.C. 542(c)
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 Del.C. 2374(f)
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 Del.C. §108 & 10 Del.C. 542(c)

Red Clay Consolidated School District  
Capital Improvements  
Baltz Elementary School  
Bid Pack B – Mechanical Re - Bid  
15 March 2017

SECTION 008114 – DRUG TESTING FORMS

1. SUMMARY

- A. Pursuant to 4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds submit Testing Report Forms to the Owner no less than quarterly. See the form attached hereto.
- B. The Contractor will notify the Owner in writing of any positive results of random drug testing. See the form attached hereto. The results must be reported to the Owner within 24 hours of receipt of the test results.

Red Clay Consolidated School District  
Capital Improvements  
Baltz Elementary School  
Bid Pack B – Mechanical Re - Bid  
15 March 2017

**EMPLOYEE DRUG TESTING REPORT FORM**

**Period Ending:**\_\_\_\_\_

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds submit Testing Report Forms to the Owner no less than quarterly.

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contractor/Subcontractor Name: \_\_\_\_\_

Contractor/Subcontractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of employees who worked on the jobsite during the report period:\_\_\_\_\_

Number of employees subject to random testing during the report period:\_\_\_\_\_

Number of Negative Results\_\_\_\_\_Number of Positive Results \_\_\_\_\_

Action taken on employee(s) in response to a failed or positive random test:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Representative of Contractor/Subcontractor: \_\_\_\_\_

(typed or printed)

Authorized Representative of Contractor/Subcontractor: \_\_\_\_\_

(signature)

Date: \_\_\_\_\_

Red Clay Consolidated School District  
Capital Improvements  
Baltz Elementary School  
Bid Pack B – Mechanical Re - Bid  
15 March 2017

**EMPLOYEE DRUG TESTING  
REPORT OF POSITIVE RESULTS**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds to notify the Owner in writing of a positive random drug test.

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contractor/Subcontractor Name: \_\_\_\_\_

Contractor/Subcontractor Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Name of employee with positive test result: \_\_\_\_\_

Last 4 digits of employee SSN: \_\_\_\_\_

Date test results received: \_\_\_\_\_

Action taken on employee in response to a positive test result:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Representative of Contractor/Subcontractor: \_\_\_\_\_  
(typed or printed)

Authorized Representative of Contractor/Subcontractor: \_\_\_\_\_  
(signature)

Date: \_\_\_\_\_

**This form shall be sent by mail to the Owner within 24 hours of receipt of test results.**

**Enclose this test results form in a sealed envelope with the notation "Drug Testing Form – DO NOT OPEN" on the face thereof and place in a separate mailing envelope.**

END OF SECTION

SECTION 011100 - SUMMARY OF WORK

1. RELATED DOCUMENTS

- 1.1 Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Sections, apply to work of this Section.

2. CONTRACTS

- 2.1 The work will be performed under separate prime contracts managed by the Construction Manager.

3. ALTERATIONS & COORDINATION

- 3.1 Contractor shall be responsible to coordinate their work with the work of others, including, but not limited to, the preparation of general coordination drawings, diagrams and schedules, and control of site utilization, from the beginning of activity, through project close-out and warranty periods.

4. KNOWLEDGE OF CONTRACT REQUIREMENTS

- 4.1 The Contractor and his Subcontractors, Sub-subcontractors and material men shall consult in detail the Contract Documents for instructions and requirements pertaining to the Work, and at his and their cost, shall provide all labor, materials, equipment and services necessary to furnish, install and complete the work in strict conformance with all provisions thereof.
- 4.2 The Contractor will be held to have examined the site of the Work prior to submitting his proposal and informed himself, his Subcontractors, Sub-subcontractors and material men of all existing conditions affecting the execution of the Work.
- 4.3 The Contractor will be held to have examined the Contract Documents and modifications thereto, as they may affect subdivisions of the Work and informed himself, his Subcontractors, Sub-subcontractors and material men of all conditions thereof affecting the execution of the Work.
- 4.4 The Scope of Work for the Contract is not necessarily limited to the description of each section of the Specifications and the illustrations shown on the Drawings. Include all minor items not expressly indicated in the Contract Documents, or as might be found necessary as a result of field conditions, in order to complete the Work as it is intended, without any gaps between the various subdivisions of work.
- 4.5 The Contractor will be held to be thoroughly familiar with all conditions affecting labor in the area of the Project including, but not limited to, Unions, incentive pay, procurements, living, parking and commuting conditions and to have informed his Subcontractors and Sub-

subcontractors thereof.

5. CONTRACT DOCUMENTS INFORMATION

- 5.1 The Contract Documents are prepared in accordance with available information as to existing conditions and locations. If, during construction, conditions are revealed at variance with the Contract Documents, notify the Construction Manager immediately, but no more than three (3) days from the day the variance is first known. Failure to give timely notice shall operate to waive any claim Contractor might otherwise have for an adjustment to Contract Time or Sum as a consequence of such variance.
- 5.2 The Specifications determine the kinds and methods of installation of the various materials, the Drawings establish the quantities, dimensions and details of materials, the schedules on the Drawings give the location, type and extent of the materials.
- 5.3 Dimensions given on the Drawings govern scale measurements and large scale drawings govern small scale drawings, except as to anything omitted unless such omission is expressly noted on the large scale drawings.
- 5.4 The techniques or methods of specifying to record requirements varies throughout text, and may include “prescriptive”, “open generic/descriptive”, “compliance with standards”, “performance”, “proprietary”, or a combination of these. The methods used for specifying one unit of work has no bearing on requirements for another unit of work.
- 5.5 Whenever a material, article or piece of equipment is referred to in the singular number in the Contract Documents, it shall be the same as referring to it in the plural. As many such materials, articles or pieces of equipment shall be provided as are required to complete the Work.
- 5.6 Whenever a material, article or piece of equipment is specified by reference to a governmental, trade association of similar standard, it shall comply with the requirements of the latest publication thereof and amendments thereto in effect on the bid date.
- 5.7 In addition to the requirements of the Contract Documents, Contractor’s work shall also comply with applicable standards of the construction industry and those industry standards are made a part of Contract Documents by reference, as if copied directly into Contract Documents, or as if published copies were bound herein.
- 5.8 Where compliance with two (2) or more industry standards, contract requirements, or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, then the most stringent requirements, which are generally recognized to be also the most costly, is intended and will be enforced, unless specifically detailed language written into the Contract Documents clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently equal but



different requirements, and uncertainties as to which level of quality is more stringent, to Architect for decision before proceeding.

- 5.9 Reference standards referenced directly in Contract Documents or by governing regulations have precedence over non-reference standards which are recognized in industry for applicability of work.
- 5.10 Contractor's bid is based on the complete set of Contract Documents including documents not specifically issued as part of the bid pack but referenced in same.

6. SCOPE OF WORK/GENERAL INFORMATION

- 6.1 A Scope of Work for each contract to be awarded on the project follows in this section. When a Contract has been awarded to a Contractor, the successful Contractor will be listed after the title of the Contract. When no Contract has yet been awarded, no Contractor's name will be listed. Previous Scopes of Work include addendum changes.
- 6.2 Contractor is responsible for performing the work listed in the Summary of Work for his contract. Contractor is also responsible for knowing the work that has been assigned to preceding contracts. No additional compensation or extension of time will be allowed a Contractor due to his ignorance of the work assigned to his Contract or to other contracts which may affect his work. The Contractor is responsible, however, for all items which are covered in the Specifications and Drawings relating to their Contract if not specifically mentioned in the Summary of Work.
- 6.3 The Construction Manager will provide on site a source for temporary electric, temporary water and portable sanitation facilities only. It is each Contractor's responsibility to make the necessary connections, including all material for temporary electric and water. Please note that utility charges for office trailers will be the responsibility of the individual Contractors.
- 6.4 A dumpster will be provided on site for free use by Contractors to dispose of non-hazardous, common, work-related refuse. Clean-up is the responsibility of each Contractor. Clean up shall be performed on a daily basis. Contractors not complying will be advised in writing and back charged for all costs associated with the clean up of their work.
- 6.5 Contractors are reminded that there are limited storage areas available on site. Off site storage will be the responsibility of each individual Contractor.
- 6.6 Office trailer permits off site will be the responsibility of each individual Contractor. On site Contractor's field offices, one (1) per Contractor, if required, will be located as directed by the Construction Manager.
- 6.7 Contractor will be prepared to discuss and submit a detailed project schedule seven (7) days after receipt of Notice to Proceed and to begin its submittal process. The Project Schedule is

an integral part of this contract. Certain construction sequences and priorities must take place in order to meet the target dates. Concentrated work periods will occur and each Contractor is responsible to staff the project as required by the current Construction Schedule or as directed by the Construction Manager. Contractor will cooperate with the Construction Manager in planning and meeting the required sequences of work and Project Schedule as periodically updated by the Construction Manager.

- 6.8 All bids must include insurance limits in accordance with Article 11 of the Section 007300 SUPPLEMENTARY CONDITIONS.
- 6.9 Hoisting, scaffolding and material handling is the responsibility of each Contractor, unless otherwise noted.
- 6.10 Contractor will be responsible for layout of its own work. The Construction Manager will provide benchmark and layout of the building line.
- 6.11 Contractor will be responsible to keep clean public roadways soiled by construction traffic on a daily basis. If cleaning is not done, the Construction Manager may perform the cleaning on an overtime basis and backcharge the Contractor responsible.
- 6.12 Contractor Scopes of Work and Schedule are interrelated. Familiarity with each is required.
- 6.13 The Construction Manager will provide testing services for soil, concrete and steel. Other testing as required by the Contract Documents will be in accordance with the technical specifications and/or the individual scope of work. Refer to Specification Section 004500 - QUALITY CONTROL.
- 6.14 Safety is the responsibility of each individual Contractor. The project will be governed under the guidelines of OSHA.
- 6.15 Inter-Contractor shop drawing distribution will be performed by the Construction Manager. Contractor is individually responsible for either coordinating his work with these distributed drawings or notifying the Construction Manager, in writing, of any discrepancies.
- 6.16 Coordination with other trades will be required. The Contractor will be required to attend periodic coordination meetings with other trades where requirements, conflicts and coordination issues will be discussed and resolved. Attendance when requested will be mandatory. If inter-Contractor coordination is not satisfactorily performed, the conflicting Contractors shall mutually share the cost to relocate and/or reinstall their work.
- 6.17 Contractor shall submit a schedule of values to the Construction Manager prior to the submission of their first invoice for approval on AIA G702/CMA, Application for Payment and G703, Continuation Sheet.

- 6.18 Contractor is expected to review and coordinate its Work with the complete set of Contract Documents, including all items noted as by his trade whether or not shown on that particular set of drawings. Documents are available at the site for review.
- 6.19 Contractor is responsible for obtaining all necessary permits required for his work, including street permits. Unless otherwise noted, building permit shall be secured by the Construction Manager. Any subcontractor who will be restricting access to street, right of way or adjacent property must notify the Construction Manager 48 hours in advance.
- 6.20 Contractor's License: Submit a copy of all business licenses required by local and state agencies.
- 6.21 Contractor shall absorb, without additional compensation, any and all costs of working beyond normal hours to maintain job progress in accordance with the current construction schedule.
- 6.22 No asbestos or PCB's in or on any material or equipment will be accepted or allowed on this project. All hazardous materials will be treated in accordance with all State and Federal regulations.
- 6.23 Daily clean up of the work is the responsibility of each individual Contractor which includes broom cleaning of their debris as required. Contractor will be individually back charged by the Construction Manager for clean up not satisfactorily performed by the Contractor.
- 6.24 In the event asbestos is uncovered, the Contractor shall notify the Construction Manager of the areas requiring removal of asbestos. The Construction Manager shall then coordinate the removal with the Owner.
- 6.25 This project is to be constructed adjacent to and in existing buildings. Contractor shall exercise all due precautions to minimize noise, air pollution and any other construction hazards which in any way would cause discomfort or danger to the occupants of the existing building in the area.
- 6.26 Existing mechanical, electrical, plumbing, sprinkler, medical gas, fire alarm, etc. systems will be shut off and locked out by the Owner as required by the Work. Tie-in's and modifications to those systems will be performed by the specific Contractor associated with the work as indicated in the Contract Documents. Re-energizing and re-start up of all systems should be performed by the Owner.
- 6.27 The Safety Cable System shall not be altered or removed without a written request submitted to the Project Manager with a copy to the Field Manager. It shall be the responsibility of each and every Contractor that is removing or altering the Safety Cable System to maintain the fall protection safety provided by the safety cable and not leave the area unprotected. Each and every Contractor shall be responsible to re-install the Safety Cable System immediately after work is completed. Each and every Contractor shall be responsible to re-install the Safety

Cable System in accordance to OSHA standards.

- 6.28 Normal work hours for this project are from 7:00 a.m. to 3:30 p.m. Any work to be performed outside of these hours must receive prior approval from the Construction Manager. Requests to work beyond normal work hours shall be submitted at least 48 hours prior.
- 6.29 Contractor is responsible for having a competent project superintendent/foreman on-site during all work performed under its contract.
- 6.30 In the event the Contractor has non-English speaking employees or subcontractors on the project, they shall have a superintendent or foreman on site, at all times, who speaks English and can communicate with Contractor's employees. Should the Contractor fail to meet this requirement, at any time, Construction Manager may direct all Work to stop until the proper supervision is on site. The Contractor will be responsible for maintaining the project work schedule and make up at its own expense, any delay to the Schedule resulting from the work stoppage.
- 6.31 Punch List Procedures: Contractor shall be given a copy of the punch list with his appropriate work identified. Contractor shall have nine (9) calendar work days to complete its punch list work. On the 10th day or as determined by the Construction Manager, the Construction Manager shall employ other contractors, as required, to complete any incomplete punch list work and retain from the appropriate Contractors retainage all costs incurred.
- 6.32 Contractor shall provide the necessary safety barricades and railings required to complete their work and comply with all OSHA, local code and contract specifications.
- 6.33 Temporary Protection: Provide temporary protection to ensure that no damages occur to existing or new finishes, building components, materials, equipment, etc. In addition, provide all approved signage and safety devices applicable to the referenced temporary protection. An approved temporary protection plan will be required before the initial start of the work.
- 6.34 Provide fine clean up on a daily basis. Fine cleaning will be defined as those means/methods utilized to ensure that all odors, dust, and debris will be non-existent within the project area at the end of each workday. In addition, means and methods shall be utilized that prevent the migration of odors, dust, debris, and excessive noise from migrating into non-working areas. An approved cleanup plan will be required before the initial start of the work.

CONTRACT NO. B-04 - MECHANICAL AND PLUMBING

A. Work included in this contract consists of, but is not necessarily limited to, all labor, materials and equipment for:

- Technical Specification Sections:

Division 0	Bidding and Contract Requirements
Division 1	General Requirements
Division 23	Mechanical Re – Bid
Section 024100	Demolition

This contract also includes, but is not necessarily limited to, all labor, materials and equipment for the following:

1. Provide a complete mechanical system as indicated on the Drawings and in the Specifications.
2. Provide all labor, material, trucking, equipment, hoisting, scaffolding, power, temporary facilities, permit fees, supervision, layout, clean up, haul off, dumpsters, etc. for the complete performance of all contract work.
3. Penetrations through wall, floors, etc. including cutting, patching and fire safing.
4. Clean up.
5. Louvers and vents related to HVAC operations.
6. Selective demolition, modification, and reinstallation of Kool Duct. Disconnect ductwork from UV and move away from window area. Disconnect ductwork from relief louver and backdraft damper assembly mounted in window. Provide safe storage of Kool Duct during window demo/installation. Demo existing louver and backdraft damper assembly. See section 3/A3.2 and storefront details H8, M8, M9, and J6 and sheet A6.3 for new louver installation. Provide new sheet metal transitions as needed. Upon completion of window installation, reinstall all Kool Duct, and provide new louvers and backdraft dampers as previously installed. This contractor is responsible for cutting openings in the spandrel panels for the installation of louvers and backdraft dampers. Coordinate with window & abatement contractor. See note 6 on sheet A 6.1.
7. Provide new counter-balance relief-air louver and backdraft damper assemblies to match the size of the existing assemblies and install them in the insulated spandrel panel portion of new storefront systems in locations shown on building elevations. This contractor is responsible for cutting openings in the spandrel panels for the installation of louvers and backdraft dampers. See reflected ceiling plans for ceiling configuration changes required to accommodate new louver and damper assemblies. Reference sheet A4.1, A4.2, & A6.1 for locations. Coordinate

- with Glass & Glazing & Abatement contractor. Provide Ruskin EME 420 MD Wind – Driven rain resistant stationary louver or approved equal. Sizes vary with new storefront opening size. Provide new sheet metal transition. Provide new Pottorff BD-51 or approved equal. Reinstall existing grill. See details 1 & 2/M8.1. See note 5 on sheet A 6.1.
8. Disconnect existing sheet metal duct enclosure and ductwork from UV and move away from existing window area. Provide save storage of sheet metal duct enclosure for reinstallation. Disconnect existing ductwork from relief louver and backdraft damper assembly mounted in window. Demo existing louver and backdraft damper assembly. See architectural drawings for new louver and backdraft damper assembly installation. Reinstall existing duct system at new louver and backdraft damper assembly. Reinstall existing sheet metal enclosure at same location. Coordinate with window contractor. Reference sheet metal enclosure note on sheet M8.1.
  9. At A/C Unit label on architectural drawings, remove existing window A/C unit and salvage for owner.
  10. At all existing louver locations except those at Alternate #1 units, provide new louver and backdraft damper assembly. Provide new sheet metal transition and reinstall existing interior grill. See note 5 on sheet A6.1.
  11. At alternate #1 storefront unit's only, new louver and backdraft damper assembly. Provide new sheet metal transition. Reinstall existing duct system where present. See note 6 on sheet A6.1.
  12. At W23A install existing Kiln exhaust in new G-2 glazing.
  13. Temporary Protection including but not limited to walls, floors, etc.
  14. Coordinate damper size, location and type of damper with architectural drawings.
  15. Provide manpower to meet required schedule dates
  16. Provide a \$10,000 allowance to be used at the discretion of the Construction Manager.
  17. As-built drawings.
  18. All guarantees and warranties to begin at the substantial completion of the entire project. Maintain equipment prior to substantial completion.

End of Section

SECTION 012100 - ALLOWANCES

1. RELATED DOCUMENTS

- 1.1 The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Refer to provisions in AIA Document A232 – 2009 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- 1.3 Refer to Scope Information Sheets for all contracts bound in the Project Manual under Section 011100 - SUMMARY OF WORK. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- 1.4 For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.
- 1.5 Include in the Contract Sum all lump sum and unit cost allowances stated in the Contract Documents.
- 1.6 Designate in the construction progress schedule the delivery dates for products specified under each allowance.
- 1.7 Designate in the Schedule of Values the quantities of materials required under each unit cost allowance.

2. ALLOWANCES FOR PRODUCTS

- 2.1 The amount of each allowance includes:
  - A. The cost of the product or labor to the Contractor or Subcontractor, less any applicable trade discounts.
  - B. Delivery to the site.
  - C. Labor required under the allowance, only when labor is specified to be included in the allowance. If labor is not specified to be included in the allowance, it shall be included in the Contractor's bid and in the resulting Contract Sum.

D. Applicable taxes.

E. Profit and overhead.

2.2 In addition to the amount of each allowance, include in the Contract Sum the Contractor's costs for:

A. Handling at the site; including unloading, uncrating and storage.

B. Protection from the elements and from damage.

C. Labor for installation and finishing, except where labor is specified to be a part of the allowance.

D. Other expenses required to complete the installation.

E. Contractor's and Subcontractor's overhead and profit.

2.3 Refer to Scope Information Sheets under Section 011100 - SUMMARY OF WORK for the amount of each lump sum allowance and for work specified in the specification sections listed below.

A. B-04 Mechanical – Mechanical Re - Bid

1. \$10,000 to be used at the discretion of the CM

3. ADJUSTMENT OF COSTS

3.1 Should the net cost be more or less than the specified amount of the allowance, the Contract Sum will be adjusted accordingly by Change Order.

A. For products and labor specified under a unit cost allowance, the unit cost shall apply to the quantities actually used with a nominal allowance for waste, as determined by receipted invoices, or by field measurement.

3.2 At Contract closeout, reflect all approved changes in Contract amounts in the final statement of accounting.

END OF SECTION



## SECTION 012200 - UNIT PRICES

### 1. GENERAL PROVISIONS

- 1.1 The general provision of the Contract, including the Conditions of the Contract (General, Supplementary and other conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Refer to provisions in AIA Document A232 – 2009 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- 1.3 For work being constructed under separate prime contract, provisions of this Section apply to each contract being bid.

### 2. BASE BID

- 2.1 The Base Bid shall consist of all work shown or specified in the Contract Documents, exclusive of any Additive Unit Prices specified herein.
- 2.2 The Base Bid shall include all work in any Subtractive Unit Prices specified herein.

### 3. UNIT PRICES

- 3.1 State in the Bid Form the amount to be added to (or subtracted from) the Base Bid per unit of measurement for each Unit Price specified. State this amount to include all overhead and profit. No surcharge in addition to the Unit Price listed will be permitted.
- 3.2 See Section 002113, INSTRUCTIONS TO BIDDERS for related information.
- 3.3 For description of Unit Prices requested, refer to the specification. The method of stating the Unit Prices is described in the Bid Form.
- 3.4 Where both add and deduct unit prices are requested, there shall not be more than a 10% variation between the two.

### 4. APPLICATION OF UNIT PRICES

- 4.1 Unit prices stated in the Bid Form will apply from the time the Bid is submitted until Contract completion.

5. MEASUREMENT OF QUANTITIES

- 5.1 Quantities shall be determined by field measurement by contractor personnel and as verified by the Construction Manager.
- 5.2 At the Contractor's option, and at his expense, measurement may be made by a registered surveyor.

6. LIST AND DESCRIPTION OF UNIT PRICES

- a.) Installation and removal of temporary sheathing to secure an opening created by removal of windows. (S.F.).
- b.) Exterior Cast Stone Sills – Demo existing exterior cast stone sills and provide new (L.F.)

END OF SECTION

SECTION 012300 - ALTERNATES

1. GENERAL PROVISIONS

- 1.1 The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Refer to provisions in AIA Document A232 – 2009 Edition, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- 1.3 For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.

2. BASE BID

- 2.1 The Base Bid shall consist of all work shown or specified in the Contract Documents, exclusive of any Additive Alternates specified herein.
- 2.2 The Base Bid shall include all work in any Subtractive Alternates specified herein.

3. ALTERNATES

- 3.1 State in the Bid Form the amount to be added to the Base Bid for each Alternate specified.
- 3.2 See Section 002113 - INSTRUCTIONS TO BIDDERS for related information.
- 3.3 The description of Alternates contained herein is in summary form. Detailed requirements for materials and execution shall be as specified in other sections and as shown on drawings.

1.) Alternate No.1 - Administration Wing

END OF SECTION

SECTION 012600 - CHANGE ORDER PROCEDURES

1. GENERAL:

- 1.1 The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Refer to provisions in AIA Document A232 – 2009 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- 1.3 The Construction Manager is responsible for processing all change orders. Each request will be assigned a change order request (COR) number. The Change Order Request & Execution Form will be initiated via the web-based project management system (Building Blok) used by the CM.
- 1.4 It is to be clearly understood that no extra work shall commence without an approved written and executed change order from the Owner.

2. INITIATING A CHANGE ORDER:

- 2.1 Specific changes initiated by the Owner, Architect, Construction Manager (CM) or Contractor will be processed as follows:
  - A. The Owner will authorize the Architect to prepare sufficient documents to establish an accurate price. These documents to be forwarded to the Construction Manager and Owner “for pricing only, not authorized for construction.” The Construction Manager will develop the estimate (within 2 weeks) showing a breakdown by trades with all trade contractor quotes. The Owner will approve or reject the change request within two (2) weeks. If the Owner elects to proceed with the change, the Construction Manager will prepare formal change orders to the various trade contractors involved in the change and reference in all formal change orders the original change order request number.
  - B. Field Change: Contractor shall immediately notify the Construction Manager of a change due to field conditions or site conditions. If documents cannot be prepared for pricing due to schedule constraints, the Construction Manager will make every effort in estimating the field change. If the Owner and Construction Manager agree that certain field changes should be handled on a time and material basis, the Construction Manager will closely monitor the Contractor's labor and material affecting this change. At the completion of the work a formal change order will be issued.
  - C. Contractor Change: If a Contractor initiates a change order for work not included in the Contract, the Construction Manager and Architect will research the validity of

the request, verify quantities and pricing and submit to the Owner for approval on a change order request.

- 2.2 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor, Construction Manager and the Architect.

3. PROCESSING A CHANGE ORDER:

- 3.1 The Contractor will fill in the Change Order Request & Execution Form (COREF) with a brief description of the change, any time extension, and cost changes.

- 3.2 The Contractor will attach to the COREF copies of the written quotations from the trade contractors, Contractors, and suppliers. The Labor Detail Sheet and the Change Order Detail forms must be added as an attachment to the COREF. The Contractor and each sub-tier contractor (as applicable) must fill out the Labor Detail Sheet and Change Order Detail Sheet. Samples of these forms are attached.

- 3.3 In all cases, this cost or credit shall be based on the “DPE” wages required and the “invoice price” of the materials/equipment needed.

- 3.4 “DPE” shall be defined to mean “direct personnel expense”. Direct payroll expense includes direct salary plus customary fringe benefits (prevailing wage rates) and documented statutory costs such as workman’s compensation insurance, FICA, and unemployment insurance.

A. “Fringe Benefit” is any medical, life or disability insurance, paid time off, etc.

B. “Worker’s Compensation” is the insurance required for injuries including medical leave, etc.

C. “FICA” is the costs association with Social Security and Medicare insurance.

D. “Unemployment insurance” is the cost associated with the governmental assessment for employee’s unemployment benefits.

- 3.5 “Invoice price” of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor (or Subcontractor) to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity.

- 3.6 In addition to the above, the Contractor is allowed markup for overhead and profit on additional work performed as outlined in Specification Section 012613, Contractor Compensation.

- 3.7 Building Blok Procedures: The Contractor will submit all change order requests and

supporting documentation via the Building Blok web-based project management system. Each Contractor will be issued a unique login and password. Each contractor must submit the information as follows:

- A. Create a new change order, from your "To-Do List" by clicking on the "Create Issue" tab in the upper right corner and select "Change Order Request".
- B. The Contractor will enter a brief description of the change in the "Summary" block. A detailed description of the change will be entered in the "Description of Change" block, to include any changes to documents or time extension. The cost of the change will be entered in the "Total Cost Change" block.
- C. The Labor Detail Sheet and the Change Order Detail forms must be added as an attachment to the request. The Contractor and each sub-tier contractor (as applicable) must fill out the Labor Detail Sheet and Change Order Detail Sheet. Samples of these forms are included behind this section. In addition to these forms, the Contractor also must attach any material and equipment rental quotations. All of these documents should be scanned and saved as a PDF file. Click on the "Browse" box to upload the file. Be sure to wait until Building Blok tells you the file was "Uploaded Successfully".
- D. Once the information is entered on the form and the proper attachments are uploaded, the contractor will click "Save". The Contractor will be prompted to enter their password to approve an electronic signature. Once you save the request you will have an opportunity to check it before submitting it to the CM. After you verify the COREF is correct click "Recommend Approval" to submit the change request to the CM. The Contractor will then be prompted to re-enter the password to approve an electronic signature and complete the submission request. Click on "Home" in the upper left corner to make sure the change order does not appear on your To-Do List.
- E. The Change Order Request will then be reviewed by the CM Project Manager and Recommended for Approval, Rejected, or returned to the Contractor for additional information. Once the Construction Manager, Owner, and Architect have approved the request all parties will receive an email from Building Blok notifying them that a fully executed Change Order and Contract Recalculation Form can be downloaded from Building Blok. Hard copies of the executed change order and recalculation form will not be provided by the CM.

It is to be clearly stated that no extra work shall commence without an approval from the Owner or Construction Manager or Owner's representative.

END OF SECTION

Red Clay Consolidated School District  
Capital Improvements  
Baltz Elementary School  
Bid Pack B – Mechanical Re - Bid  
15 March 2017



## CHANGE ORDER REQUEST & EXECUTION FORM

110 South Poplar Street  
Suite 400  
Wilmington, DE 19801

Tel. 302-421-5700  
Fax 302-421-5715

DATE:

CONTRACT:

CONTRACTOR:

PROJECT NAME:

REQUEST NUMBER:

CHANGE ORDER NUMBER:

STATE PO NUMBER:

The following is a summary of the request submitted by the contractor as described above. All supporting documents have been attached and described herewith. This summary shall contain a total amount of compensation requested by the contractor as well as any request for an extension in contract time. It shall be understood that the amounts described below shall remain valid for a period of sixty days from the date described above unless otherwise stated.

A detailed breakdown of Labor, material, equipment, and subcontract costs must be attached to be considered for review.

1. Summary Description(s):
2. Changes to the Contract Drawings:
3. Changes to the Project Manual:
4. Total Cost Change:
5. Total Time Change:

### REVIEWED

This request has been reviewed and \_\_\_\_approval\_\_\_\_disapproval is recommended by:

Name	Title	Date
------	-------	------

### APPROVED

This change order request is not approved until executed by all parties bound by a contractual relationship. Upon execution it shall represent a modification to the agreement and is subject to all terms and conditions of the contract documents.

Contractor:

Signed By:

Title:

Date:

Architect:

Signed By:

Title:

Date:

EDiS Company

Signed By:

Title:

Date:

Owner:

Signed By:

Title:

Date:



## CHANGE ORDER DETAIL FORM

(Provided by contractor, subcontractor or sub tier contractor)

**DATE SUBMITTED:**

**CONTRACT:**

**CONTRACTOR:**

**PROJECT NAME: BALTZ RENOVATIONS**

**CHANGE ORDER REQUEST #:**

<b>LABOR SECTION</b>			
<b>TRADESMAN(s):</b>	<b>LABOR HOURS</b>	<b>RATE (per schedule)</b>	<b>SUBTOTAL</b>
<b>Subtotal</b>			

<b>MATERIAL SECTION</b>			
<b>MATERIAL:</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>SUBTOTAL</b>
<b>Subtotal</b>			

<b>EQUIPMENT SECTION</b>			
<b>EQUIPMENT:</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>SUBTOTAL</b>
<b>Subtotal</b>			

<b>SUBTOTAL</b>	
<b>SUBCONTRACTOR/ SUB TIER*</b>	
<b>OH &amp; PROFIT (10% on sub/sub tier only))</b>	
<b>BOND COST</b>	
<b>OH &amp; PROFIT (15% on own work)</b>	
<b>GRAND TOTAL</b>	





## LABOR DETAIL FORM

(Provided by contractor, subcontractor, or sub-tier contractor)

**DATE:**

**CONTRACT:**

**CONTRACTOR:**

**PROJECT NAME: BALTZ RENOVATIONS**

**CHANGE ORDER REQUEST #:**

<b>CLASSIFICATION:</b>			
Base Wage Rate:			
Health Insurance			
Holidays			
Sick Days			
Life Insurance			
Disability Insurance			
Dental Insurance			
Company Vehicle			
401K			
Education			
Other ( <i>specify below</i> )			
<b>Subtotal</b>			
<b>Posted Prevailing Rate</b>			
FICA (Social Security & Medicare)			
SUTA (State Unemployment)			
FUTA (Federal Unemployment)			
General Liability Insurance			
Worker's Compensation			
<b>Total Wage Rate</b>			

SECTION 012613 - CONTRACTOR COMPENSATION

1. GENERAL

1.1 The Contractor agrees to perform any additional Work, for the net cost of materials and labor (including wages paid, payroll taxes, and all insurance) plus the following percentage for all of his overhead and pro

1.2 fit, which includes Field Supervision:

The percentages to be added or allowed for any Work change involving both added Work and omitted Work shall be applied only to the net difference in cost.

(a) 15% mark-up (10% overhead and 5% profit) by the Contractor on Work performed by his own forces.

(b) For work done by a Subcontractor, 10% for subcontractor overhead and 5% for subcontractor profit to which the Contractor may add 7.5% for his overhead and profit combined.

(c) Contractor mark-up shall include supervision, home and field overhead, all self-owned small tools and equipment.

1.2 When the Contractor is directed to perform overtime work at the CM (Owner) expense to accelerate contractual work, the cost for same shall only be the actual premium costs incurred by the Contractor.

END OF SECTION

## SECTION 012900 - PAYMENT PROCEDURES

### 1. GENERAL PROVISIONS

- 1.1 The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Refer to provisions in AIA Document A232 - 2009 Edition, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, CONSTRUCTION MANAGER AS ADVISOR EDITION, for requirements in addition to those specified in Division 1.
- 1.3 For work being constructed under separate prime contracts, provisions of this Section apply to each contract being bid.

### 2. REQUIREMENTS INCLUDED

- 2.1 Submit Applications for Payment to Construction Manager in accordance with the schedule and procedures established in the Contract Documents.

### 3. RELATED REQUIREMENTS

- 3.1 Owner-Contractor Agreement.
- 3.2 Conditions of the Contract: Article 9 PAYMENTS AND COMPLETION.
- 3.3 Section 01 31 13: Project Coordination Meetings
- 3.4 Section 01 33 00: Submittal Procedures
- 3.5 Section 01 77 00: Closeout Procedures

### 4. FORMAT AND DATA REQUIRED

- 4.1 Submit itemized applications typed on AIA Document G702/CMa, Application and Certificate for Payment, and Continuation Sheet G703, examples of which will be furnished to the Contractor at the Pre-Construction meeting.
- 4.2 Provide itemized data on Continuation Sheet:
  - 1. Format, schedules, line items and values: Duplicates of those of the schedule of values previously accepted by the Construction Manager.

5. PREPARATION OF APPLICATIONS FOR PROGRESS PAYMENTS

5.1 Form: AIA Document G702/CMa

1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
2. Fill in summary of dollar values to agree with respective totals indicated on Continuation Sheets.

5.2 Continuation Sheets:

1. Line items of components of Work will be subject to Owner's review and approval under the Provisions of Section 013300 - SUBMITTALS, and the General Conditions. Continuation Sheets shall follow Schedule of Values submitted at the start of the job.
2. Fill in total list of all scheduled components of Work, with item number and scheduled dollar value for each item. Fill in values of work completed in the period.
3. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored; round off values to nearest dollar.
4. List each Change Order executed prior to date of submission, at the end of the Continuation Sheets; list by Change Order Number, and description, as for an original component item of work.

6. PREPARATION OF APPLICATION FOR FINAL PAYMENT

- 6.1 Fill in Application form as specified in progress payments.

7. SUBMITTAL PROCEDURES

7.1 Complete Invoice:

1. Submit completed Application to the Construction Manager by the date stipulated in the Project Manual.

7.2 Number: Submit 3 copies of each invoice.

Red Clay Consolidated School District  
Capital Improvements  
Baltz Elementary School  
Bid Pack B – Mechanical Re - Bid  
15 March 2017

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END OF SECTION

## SECTION 013113 - PROJECT COORDINATION MEETING

### 1. PROJECT COORDINATION MEETING

- 1.1 An on-site project coordination meeting will be held on a biweekly basis throughout the project construction period.

### 2. ATTENDANCE

- 2.1 Attendance at the project coordination meeting is mandatory of each Contractor or major supplier on the project.
- 2.2 The representative of the Contractor shall be the Project Manager and field superintendent, unless a substitute representative has been approved by the Construction Manager.
- 2.3 Contractor will begin attending the Project Coordination Meetings at least 4 weeks prior to mobilization on site, and will continue until the Contractor has fulfilled the obligations of his Contract.
- 2.4 EDiS will prepare meeting minutes and distribute them to all of the contractors. Each contractor is required to review the meeting minutes and follow-up on items assigned. Each contractor will be responsible for disseminating information discussed during these meetings to their field personnel, subcontractors, and suppliers.

### 3. AGENDA

- 3.1 The Construction Manager will set the agenda for the biweekly Project Coordination Meeting.
- 3.2 At a minimum, the Contractor shall be prepared to discuss the following:
  - 1. Actual vs. as planned progress for the prior two week period.
  - 2. Planned construction activities for the next four weeks.
  - 3. Contract document clarifications.
  - 4. Coordination items with other contractors.
  - 5. Quality Control.

6. Recently issued change orders.
7. Potential change orders.
8. Submittals and shop drawings.
9. Requests for Information (RFI's).
10. Other items requiring Construction Manager's attention.

END OF SECTION

## SECTION 013119 – PRE-INSTALLATION MEETINGS

### 1. PRE-INSTALLATION MEETINGS

- 1.1 An on-site pre-installation meeting will be held at least two weeks prior to commencement of installation of work.

### 2. ATTENDANCE

- 2.1 Attendance at the pre-installation meeting is mandatory of each Contractor and/or major supplier as required for each specific meeting listed below.

- 2.2 The following individuals shall attend these meetings:

- Contractors' Project Manager
- Contractors' Field Superintendent
- Contractors' Safety Representative (as needed)
- Key Subcontractors, Suppliers, and Vendors
- EDiS Project Manager
- EDiS Field Manager
- EDiS Safety Director (as needed)
- EDiS MEP Specialist (as needed)
- Owner's Representative (as needed)
- Architect/Engineer (as needed)
- Governmental Agency Representatives (as needed)
- Testing/Inspection Agency Representatives (as needed)
- Utility Company Representatives (as needed)

### 3. SUBMITTALS

- 3.1 Each contractor is responsible to have all submittals and mock-ups, as related to the pre-installation meeting scope of work, submitted and approved prior to commencement of the pre-installation meeting.

### 4. LIST OF REQUIRED MEETINGS

- Demolition Sequence and Schedule
- Building Envelope
  - Curtain Wall/Glazing/Storefronts
- Doors/Frames/Hardware
- Interior Glass and Glazing
- Carpentry & General Work
- MEP Coordination
  - Mechanical Piping Roughin
  - Plumbing Roughin



- Insulation
  - Electrical Roughin
  - Automatic Temperature Controls
- Security System
- Final Cleaning

5. AGENDA

- 5.1 At a minimum, the Contractor shall be prepared to discuss the items as listed on the agenda template shown on the following page:

**PROJECT:** Austin D. Baltz Elementary School **CAPITAL IMPROVEMENTS**

**PRE-INSTALLATION MEETING: (Insert Phase of Work)**

- A. INTRODUCTIONS
- B. REVIEW SCOPES OF WORK
- C. REVIEW CONTRACT DRAWINGS AND SPECIFICATIONS
- D. REVIEW SUBMITTALS
- E. TESTING & INSPECTION REQUIREMENTS
- F. REVIEW RELEVANT RFI'S OR DESIGN BULLETINS
- G. REVIEW MATERIALS AND DELIVERIES
- H. REVIEW SCHEDULE AND SEQUENCE OF WORK
- I. JOB SITE SAFETY
- J. COORDINATION WITH OTHER TRADES
- K. CLOSEOUT
- L. ACTION ITEMS AND RESPONSIBILITY

END OF SECTION

## SECTION 013125– WEB-BASED PROJECT MANAGEMENT SYSTEM

### 1. GENERAL PROVISIONS

- 1.1 The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.
- 1.2 Refer to provisions in AIA Document A201 – 2007 EDITION, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, for requirements in addition to those specified in Division 1.
- 1.3 Refer to Scope Information Sheets for all contracts bound in the Project Manual under Section 011100 - SUMMARY OF WORK. The Scope Information Sheets describe generally the work included in each contract, but the work is not necessarily limited to that described.
- 1.4 All Contractors shall use Internet/Web-based project management software to transmit documents, track, and otherwise manage this project.
- 1.5 Use of this project management software will not change any contractual responsibilities of the construction team members.

### 2. DEFINITIONS

- 2.1 System: A real time web-based software that shares data, translates data, organizes data, facilitates communication, archives actions, and offers scheduling prompts to identified Users.
- 2.2 Users: Authorized participants of this project furnished with a unique password and authorized to access the system to view/input/export data. Owner, Construction Manager, Architect, and the Contractors are all Users. Other Users may be added as necessary.
- 2.3 Contacts: Entities identified to automatically receive specific transmissions or entities selected to receive specific information sent by the system through to an e-mail address.
- 2.4 Signees: Those individuals identified, by the Contractors, authorized to sign change orders and payment applications via electronic signature. This electronic signature is as contractually binding as an original signature on paper.

### 3. USE OF SYSTEM

- 3.1 The use of the system is mandatory for the documentation of the transmittal of all non-oral information, even if the actual transmission of the information is by another means.
- 3.2 The use of the system will be mandatory by the Contractors to send, retrieve, and respond to

data.

- 3.3 In addition to this web-based project management system, the Contractors will be required to use electronic mail (email) for day-to-day communication and correspondence. Email will be the primary means of transmitting written communication (i.e. meeting minutes, draft pay applications, etc.).

#### 4. QUALITY ASSURANCE

- 4.1 A three hour training session in the use of the software for this project will be offered by the Construction Manager at a location convenient to the project site. Attendance by one member of each Contractor's organization is mandatory. Additional attendees may enroll based on availability of training space. All attendees must have a working knowledge of computers. Training can not begin until three working days after the receipt of the submittals indicated below.

- 4.2 Technical assistance will be provided by on-line help, email, or telephone for all Users throughout the life of the project.

#### 5. SUBMITTALS

- 5.1 Submit to the Construction Manager, within 5 days following the receipt of the letter of intent to award, in an electronic template, the following:

- a. Electronic logo of organization (as needed)
- b. Names, mailing address and electronic address of its Users and Contacts.
- c. Designation the role/responsibility for each User

#### 6. SOFTWARE AND HARDWARE REQUIREMENTS

- 6.1 Each User shall provide and maintain a computer with high speed internet access and an email address. The computer shall have a high speed internet browser (Internet Explorer 8.0 or higher, Firefox version 3.6.12 or higher, Google Chrome or Safari version 5.0 or higher) and a high speed cable Internet access, high speed DSL or T1 line.

- 6.2 License(s) to Use System - Each Contractor will be provided unlimited licenses to use the system for this project. Each license will allow secure unlimited usage from the notice to proceed until the original contract completion date.

#### 7. SYSTEM DESCRIPTION

- 7.1 The web based project management system is a "secure, real-time, interactive, centralized database" specifically established and maintained for the management of this construction project. The product is designed to facilitate communication and improve the time management

of its users by facilitating the sharing of information. Information will be available 24/7, from any computer meeting the specifications listed above. The information is fully protected. The electronic platform allows information to be transmitted across the internet reducing printing and postage costs and the time associated with such activities.

- 7.2 The system contains a directory of the project participants.
- 7.3 The system includes templates, with the CM's letterhead, for each document created inside the system. The template allows the use of "pull down" menus to complete significant portions of each document.
- 7.4 The system allows the templates (and attached documents created outside the system) to be distributed to Users and Contacts.
- 7.5 The System contains "translation software" to permit the viewing (and marking) of documents created outside the system. The system can view documents created by different software programs and can deliver images of its translation to any computer meeting the criteria listed above.
- 7.6 The system can be personalized by the Construction Manager to automatically send e-mail notices upon issuance of certain documents if such a practice facilitates the User's business needs.
- 7.7 The system is the product of ***Building Blok LLC*** ([www.buildingblok.com](http://www.buildingblok.com)) and will be continuously updated.
- 7.8 The Construction Manager will administer the Building Blok User accounts for this project.

## 8. DOCUMENTS CREATED INSIDE THE SYSTEM

- 8.1 The following documents shall be created on templates inside the system.
  - a. Transmittals for submittals processed in the system. The transmittals are automatically created by the system when the submittal is uploaded.
  - b. Submittal Register showing all of the submittals required of the contract, assigned to each Contractor.
  - c. Submittal Log: The CM will maintain submittal log after it is initialized.
  - d. RFI (Requests for Information)
  - e. Change Orders
  - f. RFP (Requests for Proposal)
  - g. ASI (Architect's Supplemental Instructions)
  - h. Tasks & Memos as determined by the CM
  - i. Payment Applications
  - j. Closeout Tracking Log

- 8.2 The following documents may, at each Users option, be created on the system.

- a. Morning & Afternoon Activity Reports generated by the system
- b. E-mails: Contacts that do not have access to the system may be sent information from the system, by the system.
- c. Reports of information on the system
- d. Project Notices: "Broadcast" messages can be sent to other Users system entry screen.

9. DOCUMENTS CREATED OUTSIDE THE SYSTEM AND DISTRIBUTED BY THE SYSTEM

9.1 The following documents are expected to be created outside the system and distributed through the system. The actual documents may be scanned or electronically attached to the transmittal.

- a. Technical Submittals: Shop drawings, product data, testing reports, certifications, installation instructions, operation & maintenance manuals, will be submitted and distributed through the system. The Architect will return all submissions through the system electronically. The Construction Manager will distribute submittals (after Architect's action) electronically. Contractors may download and distribute submittals to their subcontractors and suppliers or elect to print paper copies for distribution, or both.
- b. Photographs: Digital photographs and scanned images can be loaded onto the system and shared.
- d. Schedule of Values/ Payment Applications: (The "pencil" review of these documents can occur inside the system).
- e. Change Orders: (The "pencil" review of these documents can occur inside the system.)
- g. Schedules: The schedule document(s) will be available for review on the system.
- h. Data created in other software may be uploaded to the system electronically.

10. DOCUMENTS CREATED OUTSIDE THE SYSTEM AND DISTRIBUTED OUTSIDE THE SYSTEM

10.1 The following documents are expected to be created outside the system and distributed outside the system. The actual documents may be scanned or electronically attached to the transmittal.

- a. Schedules: The Construction Manager will develop the Master Schedule through Microsoft Project 2003. The schedule will be distributed either through hard copies at meetings or through email.
- b. Product samples, color samples, physical samples are still required to be provided per the technical specifications, however, the transmittal documenting the distribution shall be done inside the system and submitted electronically and printed to accompany the actual submission.
- c. Meeting minutes will be created using Microsoft Word 2003 and distributed through hard copies at meetings or through email.
- d. AIA closeout documents, which require an "original" signature, will be created and distributed outside the system.

## SECTION 013216 - CONSTRUCTION SCHEDULE

### 1. PRE-BID CONSTRUCTION SCHEDULE

- 1.1 Time is a critical element of this Project. By entering a bid, the Contractor agrees to adhere to the intermediate Milestone Dates and Dates of Substantial and Final Completion established herein. The Contractor also understands that all work must be performed in an orderly and closely coordinated sequence in order to achieve the specified Milestones and Completion Dates, and the Contractor hereby agrees to perform his work in conformance with the Pre-Bid Construction Schedule established herein, or with the then current and approved Project Construction Schedule as amended from time to time by the Construction Manager.
- 1.2 The Pre-Bid Construction Schedule includes allowances for time lost due to adverse and abnormal weather conditions, other than floods, hurricanes, tornadoes, lightning and other like acts of God. The Contractor understands and agrees that it shall not be entitled to any extensions of the Contract Time or adjustment to the Contract Sum, except as allowed in the General Conditions of the Contract for Construction. The Contractor further acknowledges that the Work may be required to be performed during the winter season, that conditions during this season may be adverse and abnormal, but that such conditions will not be the basis for an extension of the Contract Time or adjustment to the Contract Sum.

### 2. SCHEDULING OF THE WORK AFTER AWARD OF CONTRACT

- 2.1 After award of Contract, or issuance of a Notice to Proceed, the Contractor will meet with the Construction Manager to review the Pre-Bid Construction Schedule, and the overall project plan for construction. Following the above review the Contractor will meet with each subcontractor and supplier to view the detailed plans for performing his Work. Following these meetings and within fourteen (14) days after award of the Contract or issuance of a Notice to Proceed, the Contractor shall prepare and submit for the Construction Manager's approval a Work Schedule providing for the expeditious, timely and practical execution of the Work. The Contractor's Work Schedule shall include activity descriptions and durations for shop drawings, fabrication, delivery and installation. If the Construction Manager so requests, the Contractor shall provide adequate explanation regarding crew sizes, production rates and similar data used to arrive at the durations and sequences.
- 2.2 The Construction Manager shall review the Contractor's Work Schedule, coordinate it with the separate work by other contractors, the Owner and the Construction Manager, and after coordination, shall incorporate it into the approved Project Construction Schedule. The approved Project Construction Schedule shall be issued to the Contractor and the Contractor shall perform his Work in conformity therewith.

- 2.3 The Contractor shall submit proposed schedule revisions and obtain the written approval of the Construction Manager therefore before deviating from the Project Construction Schedule.
- 2.4 The Construction Manager will incorporate approved schedule revisions into the Project Construction Schedule, and shall otherwise update and revise the Project Construction Schedule as the Construction Manager, at his sole discretion, deems necessary.

3. ADHERENCE TO THE SCHEDULE

- 3.1 The Contractor shall start each part of its Work on the date designated for start in the approved Project Construction Schedule unless advised by the Construction Manager. The Contractor shall carry the Work forward expeditiously with adequate forces, equipment and materials, and shall complete each part of his work on or before the date designated in the approved Project Construction Schedule.
- 3.2 If the Construction Manager determines that the Contractor is behind schedule, the Construction Manager shall have the right to require that the Contractor take steps, at the Contractor's expense, to accelerate its Work. Such steps shall include increases in manpower, equipment and materials and/or overtime as the Construction Manager may deem necessary. If the Contractor fails to comply with the Construction Manager's instructions relating to improved rate of progress, the Contractor may be held in default under the appropriate provisions of the General Conditions of the Contract.
- 3.3 Each Contractor shall, if directed by the Construction Manager, provide the Construction Manager a 2-week look ahead of anticipated manpower showing the number of men, classification, and anticipated work.

END OF SECTION



SECTION 013219 - SUBMITTAL REGISTER

1. SUBMITTALS/SUBMITTAL REGISTER

- 1.1 The Contractor shall submit all items listed or specified within the sections of the Specifications included in its Work. Submittals shall include such items as: contractor's, manufacturer's or fabricator's drawings; descriptive literature including, but not limited to, catalog cuts, diagrams, operation charts or curves; test reports; samples, operations and maintenance manuals, including parts lists; certifications; warranties and other required submittals. Submittals pertinent to materials and equipment which are subject to advance approval shall be scheduled and made prior to the acquisition or the delivery thereof.
- 1.2 The Contractor shall carefully control procurement operations to assure that each individual submittal is made on or before the dates required for timely performance of its Work.
- 1.3 Within seven (7) days after award of Contract or issuance of Notice to Proceed, the Contractor shall execute and submit to the Construction Manager, seven (7) copies of the Submittal Register, on a form to be provided by the Construction Manager, on which shall be listed each item of equipment and material of each type for which fabricator's drawings and/or related descriptive data, test reports, samples, spare parts, operation and maintenance manuals, or other types of submittals required by the Specifications. The Submittal Register form shall be reproduced by the Contractor. The order of listing of items on the Register shall conform to the sequence of the items as they occur within the divisions. Drawings of component items forming a system or that are interrelated shall be scheduled to be correlated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time shall be allowed for review and approval and possible resubmittal of any item subject to approval, because no delay damages or time extensions will be allowed for time lost in late submittals or resubmittals. The Construction Manager and Architect/Engineer will review the Submittal Register for approval action. The approved Register will become a part of the Contract and Contractor will be subject to requirements thereof. The Contractor shall revise and/or update the Register monthly to take into account all changes in the Contract. Each such revised edition and/or revision to the Register shall be resubmitted to the Construction Manager. This Register shall be coordinated with related submittals of other Contractors.

2. SAMPLES

- 2.1 Submit tagged or labeled samples in triplicate, unless another quantity is otherwise specified by the Construction Manager.
- 2.2 Tags or labels shall be securely affixed and contain as a minimum the following information: Project Name, Contractor's Name, Contract Title and Number, Date, Transmittal Number, Product Manufacturer's or Fabricator's Name and Product

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Identifier.

END OF SECTION

## SECTION 013226 - SUBCONTRACTOR DAILY REPORTS

### 1. SUBCONTRACTOR DAILY REPORTS

1.1 The Subcontractor shall submit a Daily Report to the Construction Manager on the forms provided covering the following subjects:

1. Work in Progress, including areas where work is being performed, nature of the operations in progress, and the manpower assigned.
2. Extra Work (Time and Material) in progress.
3. Materials Received.
4. Trade labor breakdown including identification of all workers on site and the number of hours (or portions thereof) worked by each.

*5. Inspection Checklist (performed daily).*

1.2 The Subcontractor shall submit the Daily Report to the Construction Manager by 9:00 AM on the next workday following the workday covered in the Daily Report.

### 2. DAILY EXTRA WORK REPORT

2.1 The Subcontractor shall submit on the form provided a Daily Extra Work Report on each day he performs authorized Extra Work on a time and material basis.

2.2 A separate Daily Extra Work Report shall be submitted for each separate authorized Extra Work item done on a time and material basis.

2.3 The Subcontractor shall submit his Daily Extra Work Report as an attachment to his Daily Report by 9:00 AM on the next workday following the workday covered in the Daily Extra Work Report.

### 3. Sample Daily Report

3.1 A sample daily report follows this section for your reference.

END OF SECTION

# CONTRACTOR'S DAILY REPORT

Project Name: \_\_\_\_\_

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contract No. & Description:

Weather:

Foreman's Name                     (Print)                    

TRADE	*CLASS	MANPOWER COUNT	TOTAL MAN HOURS	TODAY'S DESCRIPTION / LOCATION OF WORK
	<b>TOTAL</b>			

\* INDICATE: F = FOREMAN; J = JOURNEYMAN; A = APPRENTICE

Work Status/Work Planned:

---

Construction Equipment:

Qualified Operator(s)	
-----------------------	--

Deliveries or Materials:

Machinery, tools, material, and equipment to be used:

---

Inspection of work area, machinery, tools, material, or equipment

The use of any machinery, tool, material, or equipment which is not in compliance with any applicable requirement is prohibited. Such machine, tool, material or equipment shall either be identified as unsafe by tagging or locking the controls to render them inoperable or shall be physically removed from its place of operation.

Please See Other Side

Below is a general checklist of requirements on this project. Contractors will check off items that pertain to their contract and project tasks. Notify EDis Field Manager of any issues. This checklist is not meant to be all inclusive. Please refer to additional OSHA regulations for compliance.

### **House Keeping**

- ☐ Material Storage Area's Orderly
- ☐ Trash Containers Available and Emptied daily
- ☐ Fire Hazards
- ☐ Lighting and ventilation
- ☐ Exits and Stair clear passage
- ☐ Walkways, corridors clear passage
- ☐ Daily debris /trash removal
- ☐ \_\_\_\_\_

### **Personal Protective Equipment**

- ☐ Hard Hats being worn
- ☐ Safety Glasses with side shields being worn
- ☐ Secondary Eye/Face protection
- ☐ Respirators as required
- ☐ Hand protection when needed
- ☐ Ear protection when needed
- ☐ Inspected & Maintained
- ☐ \_\_\_\_\_

### **Fire Prevention**

- ☐ Fire extinguishers inspected
- ☐ Flammable / Combustibles properly store
- ☐ Approved Fuel cans used and labeled
- ☐ Oxygen / Acetylenes stored properly
- ☐ \_\_\_\_\_

### **Electrical**

- ☐ GFI in use
- ☐ Three prong insulated extension cords used
- ☐ Extension cords in good condition
- ☐ Lockout / Tag-out program in use
- ☐ \_\_\_\_\_

### **Excavations**

- ☐ Miss Utility been contacted
- ☐ Properly Barricaded
- ☐ Ladders in use at depths over 4'-0"
- ☐ Ladders every 25'-0" distance
- ☐ Shored, sloped, benched as required
- ☐ Dewatering as needed
- ☐ \_\_\_\_\_

### **Ladders**

- ☐ Good condition
- ☐ Correct pitch
- ☐ Extends 3'-0" above landing
- ☐ Open and secured / tied off
- ☐ \_\_\_\_\_

### **Scaffolds**

- ☐ Certified Scaffold Installer
- ☐ Guardrails, toe boards, and planking secured
- ☐ Appropriate signage
- ☐ Adequate cross bracing
- ☐ Secured to building over 25'-0" in height
- ☐ \_\_\_\_\_

### **Cranes**

- ☐ Rated Load Capacity available in cab
- ☐ Swing Radius barricaded
- ☐ Appropriate certificates / decals / hand signals
- ☐ Daily safety inspection log completed
- ☐ \_\_\_\_\_

### **Fall Protection**

- ☐ Fall protection plan on file
- ☐ Full harness / shock absorbing lanyard used
- ☐ Anchoring points secured
- ☐ Perimeter barricades
- ☐ Open sided floor protection
- ☐ 6'-0" Tie-off utilized
- ☐ \_\_\_\_\_

### **Paperwork**

- ☐ MSDS Information
- ☐ Contractors Safety Program
- ☐ Hazardous Communications Training
- ☐ Hazardous Communications Program
- ☐ Contractor Qualified Representation
- ☐ \_\_\_\_\_

### **Other**

- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

Foreman / Competent Person:

Print Name\_\_\_\_\_

## SECTION 013300 – SUBMITTAL PROCEDURES

### 1. GENERAL PROVISIONS

- 1.1 The general provisions of the Contract, including the Conditions of the Contract (General, Supplementary and other Conditions, if any) and Division 1 as appropriate, apply to the Work specified in this Section.

### 2. ITEMS TO BE SUBMITTED AT START OF WORK

- 2.1 Performance/Labor and Material Payment Bond(s): One (1) copy of each bond simultaneously with the signed Agreement. See General Conditions Article 11.4 and Supplementary Conditions.
- 2.2 Policies or Certificates of Insurance: Two (2) copies simultaneously with the signed Agreement. See General Conditions Article 11 and Supplementary Conditions.
- 2.3 Contractor's License: Submit a copy of all business licenses required by local and state agencies.
- 2.4 Contractor's Schedule of Values: Two (2) copies for approval within 21 days after the Agreement is signed. See General Conditions Article 9.2 and provisions in this Section.
- 2.5 Contractor's Progress Schedule: Two (2) copies for review and reference within 21 days after the Agreement is signed. See General Conditions Article 3.10 and provisions in this Section.
- 2.6 Submittal Schedule: Two (2) copies for review and reference within 21 days after the Agreement is signed. See provisions in this Section.
- 2.7 Products List: Two (2) copies for approval within 30 days after the Agreement is signed. See provisions in Section 016200 - MATERIAL AND EQUIPMENT.

### 3. NON-RESIDENT CONTRACTOR & SUBCONTRACTORS BONDS

- 3.1 Refer to requirements in Section 011100 - INSTRUCTIONS TO BIDDERS for filing of Surety Bonds with the Division of Revenue.
- 3.2 If such bonds are required on this project, it will be the responsibility of the Contractor to produce evidence to the Construction Manager that they have been filed, or if not required, to supply a notarized statement that they are not required. This must be done within seven (7) days after award of Contract and in any event

before construction starts.

4. RELATED REQUIREMENTS

- 4.1 See Section 017700 - CONTRACT CLOSE OUT: for submittal requirements for Contract Close out.

5. SUBMITTALS

- 5.1 All submittals shall be directed to the Construction Manager in the manner directed by the Construction Manager, and paragraph 9 of this section. Contractor shall use the Contractor Submittal Form appended to this section.
- 5.2 Prepare a Submittal's Schedule for Shop Drawings, Product Data and Samples. Show:
1. The dates for Contractor's submittals.
  2. The dates submittals will be required for Owner-furnished products.
  3. The date approved submittals will be required from the Architect.
- 5.3 Should the Architect or Construction Manager elect to omit any items from the list of items to be reviewed, it shall not relieve the Contractor from compliance with the Contract Documents with regard to that item. In such instance, the Contractor may still elect to have submittals prepared for his own use without review by the Architect or Construction Manager.

6. SHOP DRAWINGS

- 6.1 Conform to provisions in General Conditions applying to Shop Drawings.
- 6.2 Present in a clear and thorough manner.
1. Identify details by reference to sheet and details, schedule or room numbers shown on Contract Drawings.
  2. Maximum sheet size: 30" x 42".

7. PRODUCT DATA

- 7.1 Conform to provisions in General Conditions applying to Product Data.
- 7.2 Preparation:

1. Clearly mark each copy to specifically identify products or models pertinent to project.
2. Show performance characteristics and capacities.
3. Show dimensions and clearances required.
4. Show wiring or piping diagrams and controls.

7.3 Manufacturer's standard schematic drawings and diagrams:

1. Modify drawings and diagrams to delete information which is not applicable to the Work.
2. Supplement standard information to provide information specifically applicable to the Work.

8. SAMPLES

8.1 Conform to provisions in General Conditions applying to Samples.

8.2 Provide samples of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the project, with integrally related parts and attachment devices.
2. Full range of color, texture and pattern.

8.3 Field samples and mock-ups; See requirements, if any, in other specification Sections.

9. SUBMITTAL REQUIREMENTS

9.1 Make submittals promptly through the Construction Manager in accordance with published schedule, and in such sequence as to cause no delay in the Work or in the Work of any other contractor.

9.2 Number of submittals required.

1. Shop drawings: Submit eight (8) copies for each submittal. Copies will be marked up with corrections and comments, stamped and returned. Any additional copies required by the Contractor shall be made by him.



2. Product Data: Submit eight (8) copies. Four (4) will be retained by the Architect, the Construction Manager and the Consultants. Four (4) will be reviewed, marked and stamped by the Architect and returned to the Contractor by the Construction Manager. Any additional copies required by the Contractor shall be made by him from the stamped copy.
3. Samples: Submit four (4) each. Submit all transmittal data and pictures of samples through the Building Blok Management System for tracking purposes. When approved the samples will be returned to the Construction Manager to be retained at the site for reference use.

9.3 Submittals shall contain:

1. The date of submission and the dates of any previous submissions.
2. The Project title and number.
3. Contract identification.
4. The names of the Contractor, Supplier and Manufacturer.
5. Identification of the product, with the specification section number.
6. Field dimensions, clearly identified as such.
7. Relation to adjacent or critical features of the Work or materials.
8. Applicable standards, such as ASTM or Federal Specification numbers.
9. Identification of deviations from Contract Documents.
10. Identification of revisions on resubmittals.
11. An 8 inch x 3 inch blank space for Contractor and Architect's stamps.
12. Contractor's stamp, initialed or signed, certifying review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents. Submittals which have not been stamped with this stamp or its approved equivalent will be returned without being reviewed.

9.4 Shop Drawing coordination and interface with work of other Contracts and adjacent

work is the responsibility of each individual Contractor.

10. RESUBMISSION REQUIREMENTS

- 10.1 Make any corrections or changes in the submittals required by the Architect and resubmit until approved.
- 10.2 Shop drawings and Product Data:
  - 1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
  - 2. Indicate any changes which have been made other than those requested by the Architect.
- 10.3 Samples: Submit new samples as required for initial submittal.

11. FINAL DISTRIBUTION OF APPROVED SUBMITTALS

- 11.1 The Construction Manager will receive and log submittals and forward to Architect after processing.
- 11.2 The Construction Manager will distribute copies of Shop Drawings and Product Data which carry the Architect's stamp to:
  - 1. Contractor that made submittal.
  - 2. Jobsite File.
  - 3. Record Document File.
  - 4. Other Contractors, as required for coordination.
- 11.3 The Construction Manager will distribute samples as required.
- 11.4 The Contractor will distribute copies of Shop Drawings and Product Data which carry the Architect's stamp to:
  - 1. Subcontractors.
  - 2. Suppliers.

3. Fabricators.

12. SCHEDULE OF VALUES

- 12.1 Use AIA Document G703, Continuation Sheet to G702.

13. PROGRESS SCHEDULE

- 13.1 Prepare schedules in the form of a horizontal bar chart.

1. Provide separate horizontal bar chart for each trade or operation.
2. Horizontal time scale: Identify the first work day of each week.
3. Scale and spacing: To allow space for notations and future revisions.
4. Minimum sheet size 11 inches by 17 inches.

- 13.2 Format of listings: The chronological order of the start of each item of work.

- 13.3 Show the complete sequence of construction by activity.

- 13.4 Show the dates for the beginning, and completion of, each major element of construction such as:

1. Site clearing.
2. Site utilities.
3. Foundation work.
4. Structural framing.
5. Subcontractor work.
6. Equipment installation.

- 13.5 Show projected percentage of completion for each item as of the first day of each month.

- 13.6 Update Progress Schedule monthly and submit with Application for Payment and Schedule of values.

- 13.7 Indicate progress of each activity to date of submission.
- 13.8 Show changes occurring since previous submission of schedule:
  - 1. Major changes in scope.
  - 2. Activities modified since previous submission.
  - 3. Revised projections of progress and completion.
  - 4. Other identifiable changes.
- 13.9 Provide a narrative report as needed to define:
  - 1. Problem areas, anticipated delays and the impact of the schedule.
  - 2. Corrective action recommended, and its effect.
  - 3. The effect of changes on schedules of other prime contractors.
- 13.10 Submit one reproducible transparency.
- 13.11 After review, distribute copies of the schedule to:
  - 1. Jobsite File.
  - 2. Subcontractors.
  - 3. Architect.
  - 4. Owner.
- 13.12 Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

END OF SECTION

**EDiS COMPANY****CONTRACTOR SUBMITTAL FORM****Contractor:****Contract #:**\_\_\_\_\_**Project Name:** Baltz Elementary School Capital Improvements**To:**

The following submittal (s) for the Architect's Review and Approval:

☐ Shop Drawings ☐ Product Data ☐ Samples ☐ Samples ☐ Other (Identify)\_\_\_\_\_☐ Design Data ☐ Calculations ☐ Certificates ☐ Coordination Drawings ☐ Reports☐ Qualification Statements ☐ Other (Identify)\_\_\_\_\_

No. of Copies	Date	Submittal Number	Spec. Section #	Description of Submittal Items	Requested Return Date	EDIS Submittal Number (by EDIS)

**Deviations from Contract Documents requirements are identified as follows:**\_\_\_\_\_**Remarks:**\_\_\_\_\_

We hereby certify that \_\_\_\_\_ (Contractor) \_\_\_\_\_ has reviewed and approved submittals transmitted herewith for compliance and conformance with requirements of the Contract Documents.

**Signed:**\_\_\_\_\_ **Date:**\_\_\_\_\_

SECTION 013500 – CONTRACTOR EMPLOYEE BACKGROUND CHECK

1. It is the contractor's responsibility to perform background checks and screen all employees working onsite. The background check must include checking for a previous history of Child Abuse Convictions, Child Molestation Convictions, Felony Convictions, and Drug Convictions within the last 5 years. Any employee with any of these convictions may not enter the job site or school campus. This background check must be completed and screened by the contractor prior to an employee entering the job site. The Construction Manager, The Owner's representative and the Owner have the right to request that the screening data be submitted on a case by case basis.
2. The contractor is required to provide the Construction Manager written notice verifying background checks were completed and screened by the contractor prior to an employee entering the job site. This notice will contain the individual's name and the last four digits of their social security numbers. Notices must be received no later than two (2) working days before access is required. Notices will be forwarded electronically to the Construction Manager. A sample notice follows this section for your reference.

END OF SECTION

Red Clay Consolidated School District  
Capital Improvements  
Baltz Elementary School  
Bid Pack B – Mechanical Re - Bid  
15 March 2017

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Date

Mr. Daniel Lyons  
Project Engineer  
EDiS Company  
110 South Poplar Street  
Wilmington, DE 19805

RE: Baltz Elementary School- Certification of Background Checks

Dear Mr. Lyons:

This letter is to certify that background checks have been completed in accordance with Section 013500 Contractor Employee Background Check. The following individuals are certified as having met the requirements of the specification:

<u>Name</u>	<u>Last 4 SSN</u>
Mr. John Smith	1234

If you require any additional information you may contact INSERT POINT OF CONTACT,  
PHONE NUMBER AND EMAIL ADDRESS.

Sincerely,

Company

NAME

TITLE

MCS/jr (author's initials in CAPS/typist's initials in lowercase)

## SECTION 013523 - SAFETY PROGRAM

### 1. GENERAL

- 1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety activities and programs in connection with the Work.
- 1.2 Contractor shall be responsible for the safety of its personnel.
- 1.3 Hard hats and safety glasses must be worn by all personnel on the jobsite, except in contractor's administrative office/trailer. All equipment must comply with OSHA standards. All job site personnel shall wear long pants, shirts (no tank tops), high visibility garments, and work boots.

### 2. SAFETY PROGRAM

- 2.1 Prior to commencing the Work, the Contractor shall submit to the Construction Manager (1) electronic copy and (1) bound copy of its safety program and one (1) copy of MSDS information in a 2" ringed notebook. One paper copy of the safety program and MSDS will be retained by the Construction Manager in the field office.
- 2.2 The safety program shall outline those hazards peculiar to the Contractor's Work, and the steps to be taken to eliminate or reduce the risk of injury or loss due to those hazards. **The program shall be site specific.** Contractor shall implement and enforce its safety program, which is in accordance with all OSHA, Federal, State and local laws.
- 2.3 Contractor shall designate a qualified Safety Supervisor to implement their safety program. Unless otherwise approved by the Construction Manager, the Safety Supervisor shall be the Contractor's Field Superintendent/Foremen.
- 2.4 Contractor shall furnish the names and qualifications of the competent persons and qualified persons who may be required for their scope of work by the Contractor's safety procedures, and by federal, state and/or local regulations. Examples include competent persons and/or qualified persons for steel erection, excavation, scaffold erection, confined space entry, crane and rigging operations, annual crane inspections, fall protection including horizontal lifeline systems, etc. See the attached Competent/Qualified Person Designation Log.
- 2.5 Contractor shall provide written certification showing that all employees have been trained on the Contractor's Safety Program. The written certification record shall contain the name or other identity of the employee trained, the date(s) of the training



and the signature of the person who conducted the training or the signature of the employer. If the employer relies on training conducted by another employer or completed prior to the effective date of this section, the certification record shall include the date the employer determined the prior training was adequate rather than the date of actual training. The employer shall instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to his work environment to control or eliminate any hazards or other exposure to illness or injury. Please forward certification (document) of training for each employee on an EDiS project. The latest training certificate shall be maintained.

- 2.6 Contractor shall provide certification of training on the following programs, as they pertain to your contract and project tasks: Scaffold, Fall Protection, Crane Operator, Signal Person, Crane Maintenance, Steel Erection Fall Protection, Respiratory Protection, Powder-Actuated Tools, and Motor Vehicles. Certification of training must include: Employee's name, date of training, person conducting the training, topics covered, and a statement that the student has successfully completed the course. This list is not meant to be all inclusive; please refer to OSHA regulations for applicable safety requirements.
- 2.7 Contractor Daily Reports with Safety Inspection Checklist will be submitted daily to Field Manager, verifying inspection of work area, machinery, equipment and tools.
- 2.8 Prior to starting work on-site, the Contractor shall arrange with the on-site Field Manager to have their employees complete the EDiS Company Zero Accidents Safety Orientation program.
- 2.9 Contractor shall hold weekly safety toolbox talks with all of its employees every Monday at 12:30 PM. The Contractor shall designate a responsible, capable person to conduct these meetings. Contractor's safety supervisor or superintendent must submit to the Construction Manager weekly toolbox talks attendance sheets and the topics discussed.

### 3. SUBSTANCE ABUSE POLICY STATEMENT

The Construction Manager is committed to providing a safe work site environment for its employees and Contractors' employees. The Construction Manager does not condone or permit employees and Contractors' employees to use or be under the influence of drugs or alcohol while they are on any of the Construction Manager's work sites. The Policy is as follows:

- 3.1 It is a violation of the Construction Manager's policy for employees and Contractors' employees to use, possess, sell, trade, or otherwise engage in the use of illegal drugs

and alcohol.

- 3.2 It is a violation for employees and Contractors' employees to report to work while influenced by illegal drugs or alcohol.
- 3.3 It is a violation for employees and Contractors' employees to use prescription drugs illegally (i.e. to use prescription drugs that have not been legally obtained) and to use prescription drugs in a manner other than the prescribed intentions.
- 3.4 Employees and Contractors' employees who are taking medication, which is prescribed by their physician, are expected to discuss potential side effects with their prescribing physician, as it relates to the work requirements.

Violations of this policy will require disciplinary action. If any employees or Contractors' employees are observed or suspected of being influenced by drugs or alcohol, they will be instructed to stop work and may be required to leave the work site.

#### 4. EXECUTION

- 4.1 Contractor shall comply with all applicable federal, state and local laws, regulations and orders relating to occupational safety and health, and related procedures, and shall, to the extent permitted by law, indemnify and hold Construction Manager, Owner and Architect, and their respective directors, officers, or agents and employees, harmless from any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims or judgments resulting from a claim filed by anyone in connection with the aforementioned acts, or any rule, regulation or order promulgated thereunder, arising out of the Contractor's Work, this Agreement or any subcontract executed in prosecution of the Work. Contractor further agrees in the event of a claim of violation of any such laws, regulations, orders or procedures arising out of or in any way connected with the performance of this agreement, Construction Manager may immediately take whatever action is deemed necessary by Owner and/or Construction Manager to remedy the claim or violation. Any and all costs or expenses paid or incurred by Owner and/or Construction Manager in taking such action shall be borne by Contractor, and may be deducted from any payments due Contractor.
- 4.2 The Contractor agrees to (1) take all necessary steps to promote safety and health on the job site; (2) cooperate with Owner and/or Construction Manager and other Contractors in preventing and eliminating safety and health hazards; (3) train, instruct and provide adequate supervision to ensure that its employees are aware of, and comply with, applicable Federal and State safety and health laws, standards, regulations and rules, safe healthful work practices and all applicable safety rules,

regulations and work practices and procedures (4) not create any hazards or expose any of its employees, employees of the Owner and/or Construction Manager or employees of Contractors to any hazards; and (5) where the Contractor is aware of the existence of a hazard not within its control, notify the Construction Manager of the hazard as well as warn exposed persons to avoid the hazard.

- 4.3 The Contractor's Superintendent or Safety Supervisor shall immediately, verbally report, and promptly thereafter confirm in writing to the Construction Manager any unsafe conditions or practices that are observed, or violations of job safety which are not within the Contractor's control.
- 4.4 Contractors shall immediately, verbally report, and promptly thereafter confirm in writing, to the Construction Manager any unsafe practices or conditions that are observed which are not under the Contractor's control.
- 4.5 The Contractor's Superintendent or Safety Supervisor shall insure that adequate first aid supplies are available, and that personnel are qualified to administer first aid/CPR, as required by State and/or Federal regulations.
- 4.6 Contractor shall promptly notify Construction Manager of any personal injury requiring medical treatment of any of the Contractor's employees at the Project site; or of significant damage to property arising in connection with Contractor's performance, as promptly as possible after the occurrence of such injury or damage. Within twenty-four hours of such occurrence, Contractor shall furnish to Construction Manager a complete written report of such injury or damage.
- 4.7 Contractor certifies that the forgoing terms shall be made applicable to all Contractors' suppliers, materialmen or anyone furnishing labor and/or materials to the site.
- 4.8 The Contractor shall continue to educate his job Safety Supervisor or Superintendent of their responsibilities, which shall include:
  1. Instructing workers and subcontractors under its supervision in safe work practices and work methods at the time they are given work assignments.
  2. Ensuring that its workers and subcontractors have and use the proper protective equipment and suitable tools for the job.
  3. Continuously checking to see that no unsafe practices or conditions are allowed to exist on any part of his job.
  4. Acquainting its workers and subcontractors with all applicable safety

requirements and seeing that they are enforced.

5. Setting a good example for his workers.
  6. Making a complete investigation of accidents to determine facts necessary to take corrective action.
  7. Promptly completing a "Supervisor's Investigation Form" with his Supervisor's assistance and distributing as required. This form will be provided by the Construction Manager.
  8. Holding weekly "tool box" safety meetings with his men to:
    - a. Discuss observed unsafe work practices or conditions including a review of current Construction Manager safety report.
    - b. Review the accident experience of his crew and discuss correction of accident causes.
    - c. Encourage safety suggestions from his men.
  9. Seeing that prompt medical treatment is administered to an injured employee.
  10. Correcting or reporting immediately to job superintendent any observed unsafe conditions, practices or violations of job security.
  11. Making all reports required by these Contract Documents to the Construction Manager in a full and timely fashion.
5. SAFETY MEETINGS
- 5.1 The Contractor's Project Manager or Superintendent shall attend weekly or biweekly supervisory job meetings. The first topic of these meetings will be job site safety. The weekly safety reports will be reviewed and violations must be corrected immediately. Contractors will be encouraged to participate in the on-going jobsite safety.
6. TOOL BOX SAFETY MEETINGS
- 6.1 The Contractor shall schedule weekly "tool box" safety sessions to be held by his job safety supervisor or superintendent for all of his employees.
- 6.2 A member of the Contractor's management staff shall periodically attend "tool box"

safety sessions to evaluate their effectiveness and offer any appropriate suggestions for improvement.

7. REPORTS

- 7.1 Contractors shall report all accidents or injuries on a timely basis in accordance with all applicable regulations.
- 7.2 Contractors shall promptly complete an accident investigation report of all accidents.
- 7.3 A record of all "tool box" safety sessions shall be made and submitted to the Construction Manager on forms to be provided.

8. SAFETY REPRESENTATIVE

- 8.1 The Construction Manager may employ the services of a Safety Representative on the project.
- 8.2 The Safety Representative *will* visit the job site on a weekly basis to determine if the work is being performed in a safe manner and in accordance with OSHA, State and Local safety regulations. Safety representative is not responsible for observing and documenting all possible safety violations. The Contractor's Safety Representative or Superintendent shall attend job site safety inspections with the Safety Representative on a weekly basis.
- 8.3 The Safety Representative will file a written report with the Construction Manager at the end of each inspection listing the safety violations observed during the inspection.
- 8.4 The Construction Manager will distribute the Safety Representative's report to all Contractors. All safety violations must be corrected immediately.

9. RIGHT TO STOP THE WORK DUE TO SAFETY VIOLATIONS

- 9.1 The Construction Manager, in its sole discretion, may order the Contractor to stop the work due to safety violations under the following circumstances:
  - 1. If the Construction Manager observes the Contractor is violating safety regulations and the Contractor takes no immediate action to correct the violation.
  - 2. If the Contractor has been notified by the Construction Manager in writing that he is in violation of safety regulations and fails to take action to correct the

violation within 24 hours of the notice.

- 9.2 If the Construction Manager directs the Contractor to stop the work due to safety violation, it will be done in accordance with the General Conditions of the Contract. Contractor shall not be permitted an adjustment of the Contract Time or Sum for the days lost to any suspension of work.
- 9.3 If the Construction Manager or Safety Representative observes Contractor's employee violating this safety program or OSHA Standards in an habitual manner, or creating a serious life safety violation, the Construction Manager or Safety Representative may instruct the Contractor's superintendent or foreman to remove the violator from the work site for failure to comply with the safety program and the contract.

10. EMERGENCY PROCEDURES

- 10.1 The Construction Manager shall establish a central meeting location for the assembly of all Contractors' employees in the event of a major job site emergency.
- 10.2 Contractor shall assemble all of their personnel and account for all employees. Contractor must immediately report to the Project Superintendent with the status of their employees.

11. FALL PROTECTION PROCEDURES

- 11.1 Contractor is responsible, in accordance with federal, state, local laws and regulations including OSHA, to provide and enforce their own site specific fall protection program and equipment. The following fall protection procedures shall be enforced by all Contractors as a minimum standard.

All workers on walking/working surfaces with unprotected sides or edges six feet (6') or higher above the next lower level must be protected from falls by the use of guardrail systems, net systems, fall arrest systems or control access zone programs. It is intended that when fall protection is required, it is required 100% of the time. All contractors are reminded that relevant industry regulations require that contractors comply with the following standards.

- 1. Workers constructing or working near leading edges must be protected.
- 2. Workers on the face of formwork or reinforcing steel must be protected at a height of 6 feet (6') or greater.
- 3. Scaffolds shall be guarded at 6 feet (6') above next lower level.

4. Brick layers performing overhand bricklaying and related work six feet (6') or higher above lower levels must be protected from falls.
  5. Roofers must comply with OSHA standards for roof work.
  6. The Contractor's controlled access zone plan shall be included in their site-specific safety program and shall be submitted prior to the start of work. Contractors are responsible for assuring programs are OSHA compliant.
  7. Guidelines for Residential Construction or any interpretations will not be accepted in lieu of 1926 Standards.
  8. Contractors must provide certification per OSHA CFR29 § 1926.503(b) of employee training and retraining on fall protection upon request.
- 11.2 Contractor shall provide its own fall protection. Fall protection may be provided by guardrail systems, net systems, or personal fall arrest systems. All fall protection systems must comply with OSHA standards.
- 11.3 Stepladders, exposed to shafts or edges of the building, greater than six feet (6') above the next lower level, must be tied off or otherwise secured. Employee must wear fall protection, i.e. harness/lanyard.
- 11.4 The Safety Cable System shall not be altered or removed without a written request submitted to the Project Manager with a copy to the Field Manager. It shall be the responsibility of each and every Contractor that is removing or altering the Safety Cable System to maintain the fall protection safety provided by the safety cable and not leave the area unprotected. Each and every Contractor shall be responsible to re-install the Safety Cable System immediately after work is completed. Each and every Contractor shall be responsible to re-install the Safety Cable System in accordance to OSHA standards.
- 11.5 Fall protection will be enforced for Structural Steel Erectors.
1. As for a Contractor engaged in structural steel erection, the Contractor is specifically advised that structural steel erectors shall comply with all protection requirements for all work at a height of six feet (6') or greater above the next lower level, 100 percent of the time, by any of the following means.
    - a. Standard guardrail system.

- b. Personal Fall Arrest System (PFAS) – full body harness with shock absorbing lanyard. Maximum free fall distance permitted, with lanyard and lanyard attachment shall not exceed six feet (6'). Anchor point must be capable of supporting five thousand pounds. Perimeter guard cables or alignment cables may not be used for anchor points.
- c. Access to work area shall be provided by ladders. There shall be sufficient number of ladders available to reduce the amount of “beam walking.” When it is absolutely necessary to traverse a beam, 100% fall protection must be utilized.
- d. Steel erection Contractors must, at all times, be able to certify in writing that each of his employees has been properly trained in both OSHA fall protection standards and the Contractor’s site specific project fall protection procedures.
- e. Prior to the erection of the steel, the Contractor shall meet with the Project Manager and Safety Representatives to review and document site specific procedures.

12. AIRBORNE CONTAMINENTS PROCEDURES

- A. Contractor must provide and use equipment furnished with Exhaust Purifiers / Scrubbers when any equipment produces airborne containments and will be used in an enclosed building.
- B. The Contractor shall verify air quality by the use of air monitoring equipment and document such verified air quality on the daily report. The monitoring equipment shall, at a minimum, be designed with an auditory alarm and shall provide continuous monitoring of these four gases: Oxygen, Hydrogen Sulfide, Carbon Monoxide and Combustible gases.
- C. The Contractor must provide administrative or engineering controls to protect its workers from exposure to occupational health , environmental or other hazards to be implemented whenever feasible. When such controls are not feasible to achieve full compliance, protective equipment or other protective measures shall be used to keep the exposure of employees to air contaminants within the limits prescribed by local, state, and federal regulations. Any equipment and technical measures used for this purpose must first be approved for each particular use by a competent industrial hygienist or other technically qualified person. Whenever respirators are used, their use shall comply with 1926.103.



Red Clay Consolidated School District  
 Capital Improvements  
 Baltz Elementary School  
 Bid Pack B - Mechanical Re - Bid  
 March 15, 2017

## CONTRACTOR

### COMPETENT / QUALIFIED PERSON DESIGNATION LOG

**Project: Baltz Renovations**

**Field Manager:**

Contract: Contractor:	Applicable to Subcontractor ( yes / no)		Foreman	Competent Person (if not foreman)
<b>Subpart C-General Provisions</b>				
1926-20 General Safety				
<b>Subpart D - Health and Environmental Controls</b>				
1926-53 Ionizing Radiation				
1926-55 Gases, Vapors, Fumes, Dusts, Mists				
1926-57 Ventilation				
1926.59 Hazard Communication				
1926.62 Lead				
<b>Subpart E - Personal Protective Equipment</b>				
1926.101 Hearing				
1926.103 Respirator Protection				
<b>Subpart H - Materials Handling, Storage</b>				
1926.251 Rigging Equipment for Material Handling				
<b>Subpart J - Welding and Cutting</b>				
1926.354 Welding, Cutting and Heating				
<b>Subpart K - Electrical</b>				
1926.404 Wiring Design and Protection				
<b>Subpart L - Scaffolding</b>				
1926.451 Scaffolding				
<b>Subpart M - Fall Protection</b>				
1926.502 Fall Protection Criteria and Practices				
1926.503 Training				
<b>Subpart N - Cranes, Derrick -Redesignated 1926.1501</b>				
<b>Subpart O - Motor Vehicles and Equipment</b>				
1926.601 Motor Vehicles				
<b>Subpart P - Excavations</b>				
1926.651 Specific Excavation Requirements				
1926.652 Requirements to Protective Systems				
<b>Subpart S - Tunnels, Shafts, Caissons</b>				
1926.800 Tunnels, Shafts, Caissons				
1926.803 Compressed Air				
<b>Subpart T - Demolition</b>				

Contract: Contractor:	Applicable to Subcontractor ( yes / no)		Foreman	Competent Person (if not foreman)
1926.850 Preparatory Operations				
1926.852 Chutes				
1926.859 Mechanical Demolition				
<b>Subpart V - Power Transmission and Distribution</b>				
1926.955 Overhead Lines				
<b>Subpart X - Stairways and Ladders</b>				
1926.1053 Ladders				
1926.1060 Training Requirements				
<b>Subpart Z - Toxic and Hazardous Substances</b>				
1926.1101 Asbestos				
1926.1101 thru 1926.1148 Toxic and Hazardous Substances				

I certify that the listed employees are competent persons, as defined and required by specific OSHA standards. They are capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

---

Name (print)

---

Contractor Signature

---

Date

### **Certification of Training Documents to be Submitted with Safety Policy/Program**

Provide a certification of training for employees on your safety program.

In addition, Contractor shall provide certification of training on the following programs, as they pertain to your contract and project tasks. Certification of training must include: Employee's name, date of training, person conducting the training, topics covered, and a statement that the student has successfully completed the course. This list is not meant to be all inclusive: please refer to OSHA regulations for applicable safety requirements.

- a. ☐ Scaffold: 1926.454
- b. ☐ Fall Protection 1926.503
- c. ☐ Crane Operator: 1926.1427
- d. ☐ Signal person (this is for any persons connecting material or equipment for lifting):  
1926.1428
- e. ☐ Crane maintenance: 1926.1429
- f. ☐ Steel erection fall protection: 1926.761
- g. ☐ Respiratory protection (medical clearance and training records complying with 1910.134
- h. ☐ Powder-actuated tools: 1926.302
- i. ☐ Motor Vehicles (are those vehicles that operate within an off-highway jobsite, not open to public traffic): 1926.21

## SECTION 014500 - QUALITY CONTROL

### 1. DESCRIPTION

- 1.1 Quality control services include inspections and tests performed by independent agencies and governing authorities, as well as by the Contractor. Inspection and testing services are intended to determine compliance of the work with requirements specified. Specific quality control requirements are specified in individual specification sections.

### 2. RESPONSIBILITIES

- 2.1 Contractor Responsibilities: Except where indicated as being the Owner's responsibility, quality control services are the Contractor's responsibility, including those specified to be performed by an independent agency and not by the Contractor. The Contractor shall employ and pay an independent agency, testing laboratory or other qualified firm to perform quality control services specified.

- 1. The Owner will engage and pay for services of an independent agency to perform the inspections and tests that are specified as Owner's responsibilities.

- 2.2 Retest Responsibility: Where results of inspections or test do not indicate compliance with Contract Documents, retests are the Contractor's responsibility.

- 2.3 Responsibility for Associated Services: The Contractor shall cooperate with independent agencies performing inspections or test. Provide auxiliary services as are reasonable. Auxiliary services include:

- 1. Provide access to the Work.
  - 2. Assist taking samples.
  - 3. Deliver samples to test laboratory.

- 2.4 Coordination: The Contractor and independent test agency shall coordinate the sequence of their activities and shall avoid removing and replacing work to accommodate inspections and test. The Contractor is responsible for scheduling time for inspections and tests.

- 2.5 Qualifications for Service Agencies: Contractor shall engage only inspection and test service agencies which are pre-qualified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of

Independent Laboratories.

- 2.6 Submittals: Contractor shall submit a certified written report of each test, Inspection or similar service, in duplicate to the Construction Manager. Contractor shall submit additional copies of each report to any governing authority, when the authority so directs.
- 2.7 Report Data: Written inspection or test reports shall include:
1. Name of testing agency or test laboratory.
  2. Dates and locations of samples, tests or inspections.
  3. Names of individual present.
  4. Complete inspection of test data.
  5. Test results.
  6. Interpretations.
  7. Recommendations.
- 2.8 Repair and Protection: Upon completion of inspection or testing, Contractor shall repair damaged work and restore substrates and finishes. Contractor shall comply with requirements for "Cutting and Patching."

END OF SECTION

SECTION 015113 - TEMPORARY ELECTRICITY

1. GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

1. Electrical Basic Materials and Methods, Division 16 or 26.

1.2 DESCRIPTION OF SYSTEM

1. Power Source

1. Suppliers: Delmarva Power
2. The Construction Manager shall provide 277/480 volt, three phase, 60 cycle power service to the site from the existing service.
3. The Construction Manager will make all arrangements for bringing the power supply to the site and for installation of appropriate temporary transformers to provide for the power supply in 1.2.1.2, above.
4. The source will be adequate to service temporary electrical needs of the proposed construction.

2. Electrical Service

1. Contractor will be responsible to pay for all costs associated with providing electrical service from the power source to their respective site office, temporary storage facilities or temporary construction buildings as appropriate.
2. Prior to issuance of the Notice to Proceed for the electrical contract, the Construction Manager will be responsible for providing temporary electrical service as provided in 1.2.2.3, below. After issuance of the Notice to Proceed for the electrical contract, the Electrical Contractor shall become responsible for maintaining all electrical power supply and service facilities installed by the Construction Manager. The Electrical Contractor shall also, from that date forward, be responsible for providing and maintaining temporary electrical service to the site as provided in 1.2.2.3, below.
3. The Construction Manager or Electrical Contractor, as provided in 1.2.2.2 above, shall install temporary electric service for items below, throughout the construction period, such that power can be secured at any desired point with

no more than a 60 foot extension:

1. Power Centers for miscellaneous tools and equipment used in the construction work shall be provided with a minimum of four 20-amp, 120 volt grounding type outlets. Each outlet shall be provided with ground fault detecting circuit breaker protection.
  2. Adequate lighting for safe working conditions shall be provided and maintained on a 24 hour per day basis throughout the building, tunnels, and stairways per OSHA requirements. Each lamp must be rated at least 100 watts. Voltage of each socket must be at least 110 volts.
  3. Power for testing and checking equipment must be supplied.
3. Capacity
1. All electrical power supply and service lines installed shall be of adequate capacity for construction use by all trades during the construction period at the locations necessary.
  2. The Electrical Contractor shall notify the Power Company if unusually heavy loads, such as welding units, are anticipated.
4. Power Costs
1. The Construction Manager will pay all costs of temporary electrical power used during construction.
  2. The Owner will pay all costs of power used in the permanent wiring.

1.3 REQUIREMENTS AND REGULATORY AGENCIES

1. The Electrical Contractor will obtain permits as required by local governmental authorities.
2. The temporary electrical service shall comply with National Electrical Code, 1990 Edition and applicable local codes and utility regulations.

1.4 USE OF PERMANENT SYSTEM

1. The Electrical Contractor shall regulate any part of the permanent electrical system which is used for construction purposes to prevent interference with safety and orderly progress of the Work.

2. Contractors shall leave permanent electrical services in a condition as good as new and clean.

## 2. PRODUCTS

### 2.1 MATERIALS

#### 1. General

1. The materials may be new or used, but must be adequate in capacity for the purposes intended and must not create unsafe conditions or violate the requirements of applicable codes.

#### 2. Conductors

1. Use wire, cable, or busses of appropriate type, sized in accordance with the National Electrical Code for the applied loads.
2. Use only UL labeled wire and devices.

### 2.2 EQUIPMENT

1. Provide appropriate enclosure for the environment in which used in compliance with NEMA standards.

## 3. EXECUTION

### 3.1 GENERAL

1. Install all work with a neat and orderly appearance.
2. Make structurally sound throughout.
3. Maintain to give continuous service and to provide safe working conditions.
4. Modify temporary power and light installation as job progress requires.

### 3.2 INSTALLATION

1. Locate so that interference with storage areas, traffic areas and work under other Contracts is avoided.



3.3 REMOVAL

1. Remove all temporary equipment and materials completely upon completion of construction.
2. Repair all damage caused by the installation and restore to satisfactory condition.

END OF SECTION

SECTION 015123 - TEMPORARY HEATING, COOLING AND VENTILATING

1. GENERAL

1.1 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

1. Temporary Electric: Section 015113
2. Temporary Facilities: Section 015200
3. Heating Requirements for Cold Weather Installation and Protection of Materials: Respective specification section for each item of work.

1.2 DEFINITIONS

1. Temporary Enclosures: Sufficient preliminary enclosures of an area of structure, or of an entire building, to prevent entrance or infiltration of rain water, wind or other elements and which will prevent undue heat loss from within enclosed area.
2. Permanent Enclosure: Stage of construction at which all moisture and weather protection elements of construction have been installed in accordance with Contract Documents, either for a portion of structure, or for an entire building.

1.3 DESCRIPTION OF SYSTEM

1. Prior to the building or portion of building being permanently enclosed, the contractor shall provide temporary heat and ventilation and weather protection necessary for its work, as described below. After permanent enclosure, the Construction Manager will arrange for and coordinate temporary heat and ventilation in enclosed areas, required to:
  1. Facilitate progress of Work.
  2. Protect Work and products against dampness and cold.
  3. Prevent moisture condensation on surfaces.
  4. Provide suitable ambient temperatures and humidity levels for installation and curing of materials.
  5. Provide adequate ventilation to meet health regulations for safe working

environment.

2. Temperatures Required

1. Generally, 24 hours a day: Minimum of 40 degrees F.
2. 24 hours a day during placing, setting and curing of cementitious materials: As required by specification section for each product.
3. 24 hours a day, seven days prior to, and during, placing of interior finishes: woodwork, resilient floors, painting and finishing: As required by specification section for each product.
4. 24 hours a day after application of finishes, and until Substantial Completion: Minimum of 50 degrees F.

3. Ventilation Required:

1. Contractors shall prevent hazardous accumulations of dusts, fumes, mists, vapors or gases in areas occupied during construction.
  1. Provide local exhaust ventilation to prevent harmful dispersal of hazardous substances into atmosphere of occupied areas.
  2. Dispose of exhaust materials in manner that will not result in harmful dispersal of hazardous substances into atmosphere of occupied areas.
  3. Continuously ventilate storage spaces containing hazardous or volatile materials.
  4. Contractor / subcontractor must provide and use equipment which is furnished with Exhaust Purifiers / Scrubbers or is electrically power-driven when any such equipment produces airborne containments and will be used in an enclosed building.
  5. The contractor / subcontractor shall verify air quality by the use of air monitoring equipment and document the verified air quality on the daily report. The monitoring equipment shall, at a minimum, be designed with an auditory alarm and shall provide continuous monitoring of these four gases: Oxygen, Hydrogen Sulfide, Carbon Monoxide and Combustible gases.

2. Contractors shall provide adequate ventilation for:

1. Curing installed materials.
  2. Dispersal of humidity.
  3. Temporary sanitary facilities.
3. Duration of Operations:
1. For Personnel:
    1. At all times personnel occupy an area subject to hazardous accumulations of harmful elements.
    2. Continue operation of ventilation and exhaust system for time after cessation of work process to assure removal of harmful elements.
  2. For curing installed materials: As required by specification section for respective materials.
  3. For humidity dispersal: Continuously ventilate to provide suitable ambient conditions for work.
  4. The Contractor shall maintain supervision and operation of temporary heating and ventilating equipment in order to:
    1. Enforce conformance with applicable codes and standards.
    2. Enforce safe practices.
    3. Prevent abuse of services.

#### 1.4 COSTS OF INSTALLATION AND OPERATION

1. The Contractor shall be responsible for all installation and operating costs for any heat and ventilation as required in this section until the permanent HVAC system is in operation.
2. After the permanent HVAC system is operational, the Owner will pay the costs of fuel for temporary heat and ventilation. The Contractor will pay the costs for maintaining the system until final acceptance by the Owner.
3. The Contractor shall be responsible for all installation and operating costs for any heat required to supplement that which is to be supplied by the Construction

Manager in 1.3, above.

## 1.5 REQUIREMENTS OF REGULATORY AGENCIES

1. The Construction Manager will obtain and pay for permits as required by governing authorities for those activities required by this Section.
2. Contractor shall comply with Federal, State and local codes, and utility company regulations.

## 2. PRODUCTS

### 2.1 MATERIALS

1. General
  1. Materials may be new or used, but must be adequate for purposes intended and must not create unsafe conditions nor violate requirements of applicable codes.

### 2.2 EQUIPMENT

1. Standard products, meeting code requirements.
2. Provide required facilities, including piping, wiring and controls.
3. Portable Heater: Standard Units, meeting code requirements.
  1. Safety Controls against explosion, overheating, and carbon monoxide build up.
  2. Vent direct-fired units to outside.
  3. Provide adequate combustion air.
4. Oil-Fired heaters will not be allowed.

## 3. EXECUTION

### 3.1 GENERAL

1. Comply with applicable sections of Division 15 - Mechanical.

2. Install work in neat and orderly manner.
3. Make structurally, mechanically and electrically sound throughout.
4. Maintain to give safe, continuous service at required times and to provide safe working conditions.
5. Modify and extend system as work progress requires.

### 3.2 INSTALLATION

1. Locate units to provide equitable distribution of heat and air movements.
2. Locate to avoid interference with, or hazards to:
  1. Work or movement of personnel.
  2. Traffic areas.
  3. Materials handling.
  4. Storage areas.
  5. Work of other Contractors.
  6. Finishes.

### 3.3 OPERATION OF PERMANENT EQUIPMENT

1. The Construction Manager will coordinate with Contractor.
2. The Contractor will place permanent HVAC system in operation only upon written authorization by the Construction Manager.
3. Before operating the permanent HVAC equipment, the Contractor shall confirm to the Construction Manager that:
  1. Inspection has been made by proper authorities.
  2. Systems, equipment piping, strainers, filters and associated operating items are sufficiently complete, cleaned, and ready for operation.
  3. Controls and safety devices are complete and tested, or adequate temporary

controls are provided.

4. Before operating the permanent HVAC equipment, the Contractor shall install temporary filters:

1. For air handling units.
2. For permanent ducts.

#### 3.4 REMOVAL

1. The Contractor shall completely remove temporary materials and equipment when no longer required, or on completion of construction.
2. The Contractor shall clean and repair damage caused by temporary installation, and restore equipment to specified or original condition.
3. The Contractor shall remove temporary filters and install new filters, or clean permanent filters, in the permanent HVAC system prior to final acceptance by the Owner.

END OF SECTION

SECTION 015200 - CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

1. GENERAL

1.1 DESCRIPTION

1. Construction Manager and Contractors shall provide all temporary facilities throughout the construction period unless otherwise indicated in the Contract Documents.
2. Construction Manager and Contractors shall pay all costs for providing, maintaining and removing of all temporary facilities unless otherwise indicated in the Contract Documents.

1.2 RELATED WORK SPECIFIED ELSEWHERE

1. Temporary Electric: Section 015113.

2. FACILITIES

2.1 TEMPORARY SANITATION FACILITIES

1. Construction Manager will provide and maintain sanitary facilities for all personnel on the project.
2. The number of sanitary facilities required shall be based on the total number of workers employed on the site and shall be in accordance with the provisions of the applicable code.
3. Construction Manager will maintain sanitary facilities in a sanitary and clean condition at all times.

2.2 TEMPORARY WATER

1. Drinking Water: Contractor shall provide potable water for drinking purposes for all his personnel on the site. He shall furnish disposable drinking cups at water stations. Each water station shall be equipped with a suitable trash container for disposal of the drinking cups.
2. Construction Water: Construction Manager will provide and maintain tap locations for construction water of sufficiently pure and potable quality to avoid deleterious effect on any materials used. Location of construction water tap locations will be determined by the Construction Manager depending on the



stage of construction of the incoming water service. Contractor shall provide and maintain all hoses, piping and valves as required for obtaining construction water from taps provided by the Construction Manager.

2.3 TEMPORARY TELEPHONES

1. Construction Manager will not provide any telephones or fax machines for Contractor's personnel. Each Contractor is responsible for its own phones and fax machines.

2.4 FIELD OFFICE

1. During the period of the Work and until final acceptance of the project, the Construction Manager will provide a weatherproof building for the Construction Manager's Field Project Manager(s) and Superintendent(s). Contractor shall make provisions for its own field office, subject to approval by the Construction Manager.

2.5 FIRE PROTECTION

1. The Carpentry & General Work Contractor will provide and maintain temporary portable fire extinguishers on each floor level and building area. Number to conform to applicable codes.
2. Contractor shall provide additional fire extinguishers as required by OSHA regulations for its work.
3. Fire extinguishers shall be 10lb, Multi-Purpose (ABC) dry chemical, UL labeled, with a rating of 3a:40bc.

2.6 ACCESS ROADS AND PARKING AREAS

1. Neither the Construction Manager nor the Owner will provide parking for Contractor's personnel on or about the project site. All parking provisions required for Contractors will be solely the responsibility of the Contractors or their personnel.

2.7 STORAGE AREAS

1. The Construction Manager will assign storage areas on the site. Storage areas are extremely limited and will be assigned in a manner which will best facilitate the work.

2. Contractor shall provide all other storage space required for its work at off-site locations.
3. All combustible or flammable materials must be safely stored in a secured area in strict accordance with regulations, codes and laws enforced by local, State or Federal agencies, whichever is the most stringent.

2.8 FIRST AID STATION

1. The Contractor's Superintendent or Safety Supervisor shall insure that adequate first aid supplies are available, and that personnel are qualified to administer first aid/CPR, as required by State and/or Federal regulations.

2.9 SECURITY

1. The Construction Manager will provide the following security measures at the site: security lighting will be provided.
2. All other safety and security measures shall be the responsibility of each Contractor. These measures shall include but are not limited to the provision of secured storage for tools, construction equipment, and materials and equipment scheduled for installation in the building.

2.10 BENCH MARKS AND BASELINE

1. The Construction Manager will lay out and establish and maintain bench marks and baselines.
2. The Contractor shall lay out his own work and shall be responsible for the accuracy of same.
3. Each Contractor shall check grades, lines, levels and dimensions as shown on the drawings and shall promptly report errors or inconsistencies in same to the Construction Manager before Work proceeds.
4. The Contractor is responsible for damaging or altering the bench marks and baselines established by the Construction Manager and shall bear the costs of replacing same.

2.11 FIELD OFFICE AND STORAGE TRAILERS

1. Each Contractor shall provide and maintain its own field office and storage trailers as required.

2. Each Contractor shall provide temporary heat and power for its field office and storage trailer.
3. Each Contractor's field offices and storage trailers shall be located as directed by the Construction Manager.

2.12 PROJECT SIGN

1. The Construction Manager will provide a Project Sign naming the major participants, as determined by the Owner.

2.13 TRASH DISPOSAL

1. Each Contractor shall be responsible for daily clean up and depositing its common trash in the dumpsters provided by the Construction Manager.
2. The Construction Manager will not provide a trash chute.
3. The Construction Manager will provide dumpsters, and will arrange for disposal of common, non-hazardous, work-related trash deposited in these dumpsters.

2.14 HOISTING

1. Contractor shall provide its own materials hoists and cranes. No personnel hoist will be provided.

2.15 SCAFFOLDING AND WORKING PLATFORMS

1. No scaffolding shall be provided by the Construction Manager. Each Contractor shall provide all scaffolding required to perform its Work.

2.16 SAFETY BARRICADES AND RAILINGS

1. The Structural Contractor shall provide barricades and protective barriers around elevator, stair, shaft and cut openings in floors and roofs, and edges of floors and roofs. The methods and materials used in barricading shall be in accordance with OSHA and local code regulations. Barricades and protective barriers will be installed immediately after the installation of the floor slab on any level or part of a level on the Building. Until a level has been fully barricaded, the Structural Contractor will be responsible for maintenance of the barricades. When a warning barricade is used to prohibit employees from

entering a restricted work area. The “warning barricade” shall meet the requirements of CFR 1926.502 (f)(2). The supported rope, wire, or chain shall be flagged at not more than 6-foot (1.8 m) intervals with high-visibility material and maintain between 34 and 39 inches above the walking/working surface; Warning signs and tags shall be used in accordance with Subpart G of CFR OSHA Construction Industry Regulations.

2. After the barricades and protective barriers are no longer needed, the Structural Contractor will remove the barricades from the site. The Construction Manager will determine the location and scheduling of barriers to be removed.
3. Each Contractor shall provide for its own barricades at all other trenches, excavations, and locations not specifically identified in Paragraph 1 above.
4. Contractors who remove barricades shall be responsible for replacing them. If, after proper notification, in writing, from the Construction Manager the responsible Contractor does not correct his deficiencies in safety barricade placement, the Construction Manager reserves the right to undertake this work and backcharge the responsible Contractor(s).
5. During the execution of his work, Contractor will provide daily maintenance of, and upon completion of same, restore all barricades in a manner acceptable to prevailing safety standards enforced by local, State or Federal ordinance, whichever is most stringent. The intent is to leave no floor penetration or perimeter opening in an unsafe condition.
6. The Construction Manager shall arrange for temporary ladders required for access to each of the floor levels after the completion of floor slab work, and until the final stairs are ready for use.

#### 2.17 PUMPING AND DRAINAGE

1. Each Contractor shall provide its own pumping and drainage.
2. When an area is released by one Contractor to another, the Contractor releasing an area shall be responsible for leaving it in a drained condition. The incoming Contractor shall assume responsibility for drainage on the day that he is scheduled to start work in the area. If the incoming Contractor is late in starting work, he shall assume responsibility for pumping and drainage arising as a result.

#### 2.18 TEMPORARY BUILDING ENCLOSURES

1. The Construction Manager will equip all temporary exterior doors of the building with self-closing hardware and padlocks.
2. All other temporary enclosures and protection shall be provided by the Contractor requiring the protection.
3. Temporary enclosures required due to late delivery of materials or untimely installation of work shall be the responsibility of the Contractor responsible for the delay.

#### 2.19 TEMPORARY POWER AND LIGHTING

1. Each Contractor shall provide all extension cords and outlets as required for obtaining electric power from power centers provided by the Electrical Contractor. Refer to Section 015113 - TEMPORARY ELECTRIC.
2. Each Contractor shall provide its own additional temporary lighting of sufficient lighting levels to properly install his work.

#### 2.20 TEMPORARY HEAT

1. Each Contractor shall provide temporary heat as required for its operations. Once a building has reached the "Permanent Enclosure" stage, temporary heat will be provided as specified in Section 015123 - TEMPORARY HEAT AND VENTILATION.
2. Equipment and methods of temporary heating shall be satisfactory to the Construction Manager.

#### 2.21 PROTECTION OF ADJACENT MATERIALS

1. Contractor shall protect adjacent materials and finishes from damage as a result of its work.

#### 2.22 CLEAN UP

1. Contractor shall arrange for clean up and removal of debris resulting from its operations, and shall dispose of debris in accordance with the provisions of Paragraph 2.13 above. Clean up shall be on a continual basis to ensure that building, grounds and public properties are maintained free from accumulations of waste materials and trash.

2. The Contractor will limit use of and ensure that all materials, including waste, that are combustible or flammable will be removed from the building continually, as work progresses, and at a minimum at the end of each work day. All trash which is potentially edible or may attract rodents or insects will be disposed of in metal containers and removed by the end of the work day.
3. At completion of its Work, each Contractor shall remove waste materials, rubbish, tools, equipment, and clean up all exposed surfaces in preparation for final cleaning.
4. If, after notification in writing from the Construction Manager, the Contractor does not correct its deficiencies in housekeeping within twenty four (24) hours, the Construction Manager reserves the right to undertake the Work and to backcharge the Contractor.
5. Final clean up prior to Owner occupancy shall be arranged for by the Construction Manager.

#### 2.23 DUST PROTECTION

1. Each Contractor shall erect and maintain dust proof protection whenever its operations will produce dust and dirt that might filter through the building into occupied or finished areas. Contractor shall be responsible for all cleaning required due to its failure to provide adequate dust protection.

#### 2.24 PROTECTION OF EXISTING CONSTRUCTION

1. Each Contractor shall be responsible for all damage that it may cause to materials and equipment stored or installed by other Contractors.

#### 2.25 OTHER

1. Each Contractor shall provide any other Temporary Facilities and services that it requires and which are not specifically identified above.

### 3. PERMITS

- 3.1 The Construction Manager will obtain the Building Permit. All other permits are to be obtained and paid for by the Contractor requiring them.

### 4. EXECUTION

4.1 GENERAL

1. Each Contractor shall install all temporary facilities in accordance with applicable codes.
2. Each Contractor shall maintain temporary facilities for which it is responsible throughout the construction period.
3. Each Contractor shall remove all temporary facilities for which it is responsible when they are no longer required or when the Construction Manager directs the removal of same.
4. Each Contractor shall repair all damage to the Project Site caused by the installation of its temporary facilities.

END OF SECTION

## SECTION 017329 - CUTTING AND PATCHING

### 1. GENERAL

- 1.1 Definition: “Cutting and Patching” includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and patching required to restore surfaces to their original condition.
- 1.2 Refer to Other Sections of these specifications for specific cutting and patching requirements and limitations applicable to individual units of work.
- 1.3 Structural Work: Do not cut and patch structural work in a manner resulting in a reduction of load carrying capacity or load deflection ratio. Submit proposal and request and obtain Architect's/Engineer's approval before proceeding with cut and patch of structural work.
- 1.4 Operational/Safety Limitations: Do not cut and patch operational elements and safety components in a manner resulting in decreased performance, shortened useful life, or increased maintenance. Submit proposals and requests and obtain Architect's/Engineer's approval before proceeding with cut and patches of structural work.
- 1.5 Visual/Quality Limitations: Do not cut and patch work exposed to view (exterior and interior) in manner resulting in noticeable reduction of aesthetic qualities and similar qualities, as judged by Architect/Engineer.
  1. Engage the original Installer/Fabricator, or (if not available) an acceptable equivalent entity, to cut and patch the following categories of exposed work but not limited to
  2. Exterior wall materials, ie., curtain wall
  3. Finish floor materials, ie., substrate, carpet, ceramic tile
  4. Walls
  5. Ceilings
- 1.6 Limitation on Approvals: Architect's/Engineer's approval to proceed with cutting and patching does not waive right to later acquire removal/replacement of work found to be cut and patched in an unsatisfactory manner, as judged by Architect/Engineer.

### 2. MATERIALS

- 2.1 General: Use materials for cutting and patching that are identical to existing materials. If identical materials are not available, or cannot be used, use materials that



match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials for cutting and patching that will result in equal or better performance characteristics.

3. EXECUTION

3.1 Inspection: Before cutting, examine surfaces to be cut and patched and conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the work.

3.2 Temporary Support: To prevent failure provide temporary support of work to be cut.

3.3 Protection: Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations.

1. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

2. Take precautions not to cut existing pipe, conduit or duct serving the building but scheduled to be relocated until provisions have been made to bypass them.

3.4 Cutting: Cut the work using methods that are least likely to damage work to be retained or adjoining work. Where possible review proposed procedures with the original installer; comply with original installer's recommendations.

1. Where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut through concrete and masonry using a cutting machine such as a carborundum saw or core drill. Cut holes and slots neatly to size required with minimum disturbance of adjacent work. To avoid marring existing finished surfaces, cut and drill from the exposed or finished side into concealed surfaces. Temporarily cover openings when not in use.

3.5 Patching: Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.

1. Restore exposed finishes of patched areas and where necessary extend finish restoration into retained adjoining work in a manner which will eliminate evidence of patching and finishing.

END OF SECTION

## SECTION 017700 – CONTRACT CLOSEOUT

### 1. DESCRIPTION OF REQUIREMENTS

- 1.1 Provisions of this section apply to the procedural requirements for the actual close out of the Work, not to the administrative matters such as final payment or the change over of insurance. Close out requirements relate to both substantial and final completion of the Work; they also apply to individual portions of completed work as well as the Total work. Specific requirements contained in other sections have precedence over the general requirements contained in this section.

### 2. PROCEDURES AT SUBSTANTIAL COMPLETION

- 2.1 Prerequisites: Contractor shall comply with the General Conditions and complete the following before requesting inspection of the Work, or a designated portion of the Work, for certification of substantial completion:

1. submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates, releases of liens, tax certification and similar required documentation for specific units of work, and documents needed to enable Owner's unrestricted occupancy and use;
2. submit record documentation, maintenance manuals, tools, spare parts, keys and similar operational items;
3. complete instructions of Owner's operating personnel, and start up of systems; and
4. complete final cleaning and remove temporary facilities and tools.

- 2.2 Inspection Procedures: Upon receipt of Contractor's request, Architect/Engineer will either proceed with inspection or advise Construction Manager of prerequisites not fulfilled. Following initial inspection, Architect/Engineer will either prepare certificate of substantial completion, or advise Construction Manager of work which must be performed prior to issuance of certificate. The Architect/Engineer will repeat the inspection when requested and assure that the work has been substantially completed. Results of the completed inspection will form the initial "punch list" for final acceptance.

- 2.3 Punch List Procedures: Each Contractor shall be given a copy of the punch list with its appropriate work identified. Each Contractor shall be given 9 (nine) calendar work days to complete their punch list work. On the 10th day or as determined by the Construction Manager the Construction Manager shall employ other Contractors, as

required, to complete any incomplete punch list work and retain from the appropriate Contractors retainage all costs incurred.

3. PROCEDURES AT FINAL ACCEPTANCE

- 3.1 Reinspection Procedure: The Architect/Engineer will reinspect the Work upon receipt of the Contractor's notice that, except for those items whose completion has been delayed due to circumstances that are acceptable to the Architect/Engineer, the Work has been completed, including punch list items from earlier inspections. Upon completion of reinspection, the Architect/Engineer will either recommend final acceptance and final payment, or will advise the Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, this procedure will be repeated.

4. CLOSEOUT DOCUMENTATION

- 4.1 Record Drawings: Contractor shall maintain a complete set of either blue or black line prints of the contract documents and shop drawings for record mark up purposes throughout the Contract Time. Contractor shall mark up these drawings during the course of the Work to show both changes and the actual installation, in sufficient detail to form a complete record for Owner's purposes giving particular attention to work that will be concealed and difficult to measure and record at a later date, and Work which may require servicing or replacement during the life of the project. Require the entities marking prints to sign and date each mark up. Bind prints into manageable sets, with durable paper cover, appropriately labeled.
- 4.2 Installation, Operation and Maintenance Manual: Contractor shall provide 3-ring vinyl covered binders containing required maintenance manuals, properly identified and indexed and including operating and maintenance instructions extended to cover emergencies, spare parts, warranties, inspection procedures, diagrams, safety, security, and similar appropriate data for each system of equipment item.
- 4.3 State Tax Certification: Contractor shall provide recent Delaware State Tax Certification form as issued by State of Delaware, Department of Finance, Division of Revenue, Carvel State Office Building, 820 N. French Street, Wilmington, Delaware 19801.
- 4.4 AIA Documents: Contractors shall provide the following AIA documents with their final payment application submission:
- AIA G732, Application for Payment for 100% Complete
  - AIA G732, Final Application for Payment for Retainage
  - AIA G704-CMA, Certificate of Substantial Completion – 4 originals

- AIA G706, Affidavit of Payment of Debts & Claims
- AIA G706A, Affidavit of Release of Liens
- AIA G707, Consent of Surety

4.5 Release of Liens: Contractors shall provide the following release of liens with their final payment application submission:

- Prime Contractor's Release of Liens
- Subcontractors' & Suppliers' Release of Liens (major subs and suppliers)

5. GENERAL CLOSE OUT REQUIREMENTS

5.1 Operator Instruction: Contractor shall require each Installer of systems requiring continued operation and maintenance by Owner's operating personnel, to provide on location instruction to Owner's personnel, sufficient to ensure safe, secure, efficient, non-failing utilization and operation of systems. Contractor shall provide instructions for the following categories of work:

1. Mechanical/electrical/electronic systems (not limited to work of Division 15 and 16).
2. Roofing, flashing, joint sealers.
3. Floor Finishes
4. Door Hardware

6. FINAL CLEANING

6.1 At the time of project close out Contractor shall clean or reclean the Work to the condition expected from a normal, commercial building cleaning and maintenance program. Complete the following cleaning operations before requesting the Architect/Engineer's inspection for certification of substantial completion:

1. Remove non-permanent protections and labels.
2. Polish glass.
3. Clean exposed finishes.
4. Touch up minor finish damage.
5. Clean or replace mechanical systems filters.
6. Remove debris.
7. Broom clean unoccupied spaces.
8. Sanitize plumbing and food service facilities.
9. Clean light fixtures and replace burned out lamps.
10. Sweep and wash paved areas.
11. Police yards and grounds.

**SECTION 02 41 00**  
**DEMOLITION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Selective demolition of building elements.
- B. Selective demolition of building elements for alteration purposes.

**PART 2 PRODUCTS -- NOT USED**

**PART 3 EXECUTION**

**3.01 SCOPE**

- A. Remove and dispose of building elements identified on the drawings and/or those required to facilitate new work.

**3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Provide, erect, and maintain temporary barriers and security devices.
  - 2. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 3. Do not close or obstruct roadways or sidewalks without permit.
  - 4. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
  - 5. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements that are not to be removed.
  - 1. Provide bracing and shoring.
- D. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- E. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

**3.03 SELECTIVE DEMOLITION FOR ALTERATIONS**

- A. Drawings showing existing construction are based on casual field observation and existing record documents only.
  - 1. Verify that construction arrangements are as shown.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Maintain weatherproof exterior building enclosure; take care to prevent water and humidity damage.
- C. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.
- D. Services (Including, but not limited to, HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as required to facilitate new work.

1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
  2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
- E. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
  2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  3. Repair adjacent construction and finishes damaged during removal work.
  4. Patch as specified for patching new work.

### **3.04 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

**END OF SECTION**

**SECTION 04 05 11**  
**MASONRY MORTARING AND GROUTING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Mortar for unit masonry.
- B. Grout for masonry.
- C. Mortar for cast stone masonry.

**1.02 RELATED REQUIREMENTS**

- A. Section 04 20 00 - Unit Masonry: Installation of mortar and grout.
- B. Section 04 72 00 - Cast Stone Masonry
- C. See Structural Drawings for additional Project Specifications. If Conflicting Project Specifications arise, the Project Specifications on the Structural Drawings govern.

**1.03 REFERENCE STANDARDS**

- A. ACI 530/530.1/ERTA - Building Code Requirements and Specification for Masonry Structures and Related Commentaries; American Concrete Institute International.
- B. ACI 530.1/ASCE 6/TMS 602 - Specification for Masonry Structures; American Concrete Institute International.
- C. ASTM C5 - Standard Specification for Quicklime for Structural Purposes.
- D. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
- E. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar.
- F. ASTM C150/C150M - Standard Specification for Portland Cement.
- G. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes.
- H. ASTM C270 - Standard Specification for Mortar for Unit Masonry.
- I. ASTM C404 - Standard Specification for Aggregates for Masonry Grout.
- J. ASTM C476 - Standard Specification for Grout for Masonry.
- K. ASTM C780 - Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.
- L. ASTM C1019 - Standard Test Method for Sampling and Testing Grout.
- M. ASTM C1072 - Standard Test Method for Measurement of Masonry Flexural Bond Strength.
- N. ASTM C1314 - Standard Test Method for Compressive Strength of Masonry Prisms.
- O. ASTM E518 - Standard Test Methods for Flexural Bond Strength of Masonry.
- P. IMIABC (CW) - Recommended Practices & Guide Specifications for Cold Weather Masonry Construction; International Masonry Industry All-Weather Council; 1993.
- Q. IMIABC (HW) - Recommended Practices & Guide Specifications for Hot Weather Masonry Construction; International Masonry Industry All-Weather Council; current edition.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Include design mix based on the Proportion specification of ASTM C 270 is to be used.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

### **1.05 QUALITY ASSURANCE**

- A. Comply with provisions of ACI 530/530.1/ERTA, except where exceeded by requirements of the contract documents.

### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Maintain packaged materials clean, dry, and protected against dampness, freezing, and foreign matter.

### **1.07 FIELD CONDITIONS**

- A. Maintain materials and surrounding air temperature to minimum 40 degrees F prior to, during, and 48 hours after completion of masonry work.
- B. Maintain materials and surrounding air temperature to maximum 90 degrees F prior to, during, and 48 hours after completion of masonry work.

## **PART 2 PRODUCTS**

### **2.01 MORTAR AND GROUT APPLICATIONS**

- A. At Contractor's option, mortar and grout may be field-mixed from packaged dry materials, made from factory premixed dry materials with addition of water only, or ready-mixed.
- B. Mortar Mix Designs: ASTM C270, Property Specification.

### **2.02 MATERIALS**

- A. Packaged Dry Material for Mortar for Unit Masonry: Premixed Portland cement, hydrated lime, and sand; complying with ASTM C387/C387M and capable of producing mortar of the specified strength in accordance with ASTM C270 with the addition of water only.
  - 1. Color: Mineral pigments added as required to produce approved color sample.
  - 2. Products:
    - a. Amerimix, an Oldcastle brand; AMX 400: [www.amerimix.com](http://www.amerimix.com).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Masonry Cement: ASTM C91.
  - 1. Type: Type N.
  - 2. Colored Mortar: Premixed cement as required to match Architect's color sample.
  - 3. Manufacturers:
    - a. Solomon Colors; Solomon Colors Concentrated A, H, and X Series: [www.solomoncolors.com](http://www.solomoncolors.com).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Portland Cement: ASTM C 150, Type I - Normal; color as required to produce approved color sample. Color must match existing building mortar color.
- D. Hydrated Lime: ASTM C207, Type S.
- E. Quicklime: ASTM C5, non-hydraulic type.
- F. Mortar Aggregate: ASTM C144.
- G. Grout Aggregate: ASTM C404.
- H. Pigments for Colored Mortar: Pure, concentrated mineral pigments specifically intended for mixing into mortar and complying with ASTM C979/C979M.
  - 1. Color(s): As selected by Architect from manufacturer's full range, to match existing mortar.
  - 2. Manufacturers:
    - a. Davis Colors
    - b. Lambert Corporation
    - c. Solomon Colors



d. Substitutions: See Section 01 60 00 - Product Requirements.

I. Water: Clean and potable.

### **2.03 MORTAR MIXES**

- A. Mortar for Unit Masonry: ASTM C270, Property Specification.
  - 1. Exterior, non-loadbearing masonry: Type N.
  - 2. Interior, non-loadbearing masonry: Type N.

### **2.04 MORTAR MIXING**

- A. Thoroughly mix mortar ingredients using mechanical batch mixer, in accordance with ASTM C270 and in quantities needed for immediate use.
- B. Maintain sand uniformly damp immediately before the mixing process.
- C. Colored Mortar: Proportion selected pigments and other ingredients to match Architect's sample, without exceeding manufacturer's recommended pigment-to-cement ratio; mix in accordance with manufacturer's instructions, uniform in coloration.
- D. Do not use anti-freeze compounds to lower the freezing point of mortar.
- E. If water is lost by evaporation, re-temper only within two hours of mixing.
- F. Use mortar within two hours after mixing at temperatures of 90 degrees F, or two-and-one-half hours at temperatures under 40 degrees F.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Apply bonding agent to existing Masonry surfaces.
- B. Plug clean-out holes for grouted masonry with Brick or block masonry units. Brace masonry to resist wet grout pressure.

### **3.02 INSTALLATION**

- A. Install mortar and grout to requirements of section(s) in which masonry is specified.
- B. Work grout into masonry cores and cavities to eliminate voids.
- C. Do not install grout in lifts greater than 16 inches without consolidating grout by rodding.
- D. Do not displace reinforcement while placing grout.
- E. Remove excess mortar from grout spaces.

**END OF SECTION**



**SECTION 04 20 00**

**UNIT MASONRY**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Concrete Block.
- B. Clay Facing Brick.
- C. Accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 04 05 11 - Masonry Mortaring and Grouting.
- B. Section 07 90 05 - Joint Sealers: Backing rod and sealant at control and expansion joints.

**1.03 REFERENCE STANDARDS**

- A. ACI 530/530.1/ERTA - Building Code Requirements and Specification for Masonry Structures and Related Commentaries; American Concrete Institute International.
- B. ACI 530.1/ASCE 6/TMS 602 - Specification For Masonry Structures; American Concrete Institute International.
- C. ASTM A82/A82M - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
- D. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- E. ASTM A580/A580M - Standard Specification for Stainless Steel Wire.
- F. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- G. ASTM A641/A641M - Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire.
- H. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- I. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
- J. ASTM B370 - Standard Specification for Copper Sheet and Strip for Building Construction.
- K. ASTM C62 - Standard Specification for Building Brick (Solid Masonry Units Made From Clay or Shale).
- L. ASTM C67 - Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile.
- M. ASTM C90 - Standard Specification for Loadbearing Concrete Masonry Units.
- N. ASTM C129 - Standard Specification for Nonloadbearing Concrete Masonry Units.
- O. ASTM C140 - Standard Test Methods of Sampling and Testing Concrete Masonry Units and Related Units.
- P. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar.
- Q. ASTM C150/C150M - Standard Specification for Portland Cement.
- R. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes.
- S. ASTM C216 - Standard Specification for Facing Brick (Solid Masonry Units Made From Clay or Shale).
- T. ASTM C270 - Standard Specification for Mortar for Unit Masonry.
- U. ASTM C404 - Standard Specification for Aggregates for Masonry Grout.
- V. ASTM C476 - Standard Specification for Grout for Masonry.

- W. ASTM C652 - Standard Specification for Hollow Brick (Hollow Masonry Units Made From Clay or Shale).
- X. ASTM C744 - Standard Specification for Prefaced Concrete and Calcium Silicate Masonry Units.
- Y. ASTM C780 - Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.
- Z. IMIABC (CW) - Recommended Practices & Guide Specifications for Cold Weather Masonry Construction; International Masonry Industry All-Weather Council; 1993.
- AA. IMIABC (HW) - Recommended Practices & Guide Specifications for Hot Weather Masonry Construction; International Masonry Industry All-Weather Council; current edition.
- AB. UL (FRD) - Fire Resistance Directory; Underwriters Laboratories Inc..

#### **1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for masonry units, mortar, and masonry accessories.
- C. Samples: Submit four samples of concrete block units to illustrate color, texture, and extremes of color range.
- D. Manufacturer's Certificate: Certify that masonry units meet or exceed specified requirements.

#### **1.05 QUALITY ASSURANCE**

- A. Comply with provisions of ACI 530/530.1/ERTA, except where exceeded by requirements of the contract documents.
  - 1. Maintain one copy of each document on project site.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.

#### **1.07 ENVIRONMENTAL REQUIREMENTS**

- A. Maintain materials and surrounding air temperature to minimum 40 degrees F prior to, during, and 48 hours after completion of masonry work.
- B. Maintain materials and surrounding air temperature to maximum 90 degrees F prior to, during, and 48 hours after completion of masonry work.

#### **1.08 EXTRA MATERIALS**

- A. See Section 01 60 00 - Product Requirements, for additional provisions.
- B. Provide 50 of each size, color, and type of brick units for Owner use in maintenance of project.

### **PART 2 PRODUCTS**

#### **2.01 CONCRETE MASONRY UNITS**

- A. Concrete Block: Comply with referenced standards and as follows:
  - 1. Size: Standard units with nominal face dimensions of 16 x 8 inches and nominal depths as indicated on the drawings for specific locations.
  - 2. Non-Loadbearing Units: ASTM C129.
    - a. Both hollow and solid block, as indicated.
    - b. Normal weight.
    - c. Exposed corners to be bull nose. Note wall type where first course is square to accommodate cove base.

## 2.02 BRICK UNITS

- A. Manufacturers:
  - 1. Belden Brick Company: [www.boralbricks.com](http://www.boralbricks.com).
  - 2. Endicott Clay Products Co: [www.endicott.com](http://www.endicott.com).
  - 3. General Shale Brick: [www.generalshale.com](http://www.generalshale.com).
  - 4. Glen Gery Brick . [www.glengerybrick.com](http://www.glengerybrick.com)
  - 5. Substitutions: See section 01 60 00 - Product Requirements.
- B. Facing Brick: ASTM C216, Type FBX, Grade SW.
  - 1. Type, color and texture: to match existing brick.
  - 2. Actual size: to match existing brick.
  - 3. Compressive strength: Min. 2,500 p.s.i.; 5 brick average = 3,000 p.s.i, measured in accordance with ASTM C 67.

## 2.03 MORTAR AND GROUT MATERIALS

- A. Mortar and grout: As specified in Section 04 05 11.

## 2.04 REINFORCEMENT AND ANCHORAGE

- A. Manufacturers of Joint Reinforcement and Anchors:
  - 1. Dur-O-Wal: [www.dur-o-wal.com](http://www.dur-o-wal.com).
  - 2. Hohmann & Barnard, Inc: [www.h-b.com](http://www.h-b.com).
  - 3. WIRE-BOND: [www.wirebond.com](http://www.wirebond.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Single Wythe Joint Reinforcement: Truss or Ladder type; ASTM A 82/A 82M steel wire, hot dip galvanized after fabrication to ASTM A 153/A 153M, Class B-2; 0.1483 inch side rods with 0.1483 inch cross rods; width as required to provide not more than 1 inch and not less than 1/2 inch of mortar coverage on each exposure.
- C. Strap Anchors: Bent steel shapes configured as required for specific situations, 2 in width, 0.1875 in thick, lengths as required to provide not more than 1 inch and not less than 1/2 inch of mortar coverage from masonry face, corrugated for embedment in masonry joint, hot dip galvanized to ASTM A 153/A 153M, Class B-2 or stainless steel.
- D. Flexible Anchors: 2-piece anchors that permit differential movement between masonry and building frame, sized to provide not more than 1 inch and not less than 1/2 inch of mortar coverage from masonry face.
  - 1. Steel frame: Crimped wire anchors for welding to frame, 0.25 inch thick, with trapezoidal wire ties 0.1875 inch thick, hot dip galvanized to ASTM A 153/A 153M, Class B-2.
- E. Two-Piece Wall Ties: Formed steel wire, 0.1875 inch thick, adjustable, eye and pintle type, hot dip galvanized to ASTM A 153/A 153M, Class B-2, sized to provide not more than 1 inch and not less than 1/2 inch of mortar coverage from masonry face and to allow vertical adjustment of up to 1-1/4 in.

## 2.05 ACCESSORIES

- A. Preformed Control Joints: Rubber or neoprene material.
  - 1. Manufacturers:
    - a. Dur-O-Wal: [www.dur-o-wal.com](http://www.dur-o-wal.com).
    - b. Hohmann & Barnard, Inc (including Dur-O-Wal brand); Product RS or VS: [www.h-b.com](http://www.h-b.com).
    - c. WIRE-BOND: [www.wirebond.com](http://www.wirebond.com).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Joint Filler: Closed cell polyethylene; polyurethane or rubber oversized 50 percent to joint width; self expanding; 1 inch wide design width x by maximum lengths available.

1. Manufacturers:
  - a. Dur-O-Wal; Product Mortar Net: [www.dur-o-wal.com](http://www.dur-o-wal.com).
  - b. Hohmann & Barnard, Inc (including Dur -O-Wal brand); Product P.E. Foam Expansion unit fuller: [www.h-b.com](http://www.h-b.com).
  - c. Substitutions: See Section 01 60 00 - Product Requirements.

C. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

## **2.06 MORTAR AND GROUT MIXES**

A. Mortar and Grout mixes as specified in Section 04 05 11.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field conditions are acceptable and are ready to receive masonry.
- B. Verify that related items provided under other sections are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

### **3.02 PREPARATION**

- A. Direct and coordinate placement of items supplied for installation under other sections.
- B. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

### **3.03 PLACING AND BONDING**

- A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.
- B. Lay hollow masonry units with face shell bedding on head and bed joints.
- C. Buttering corners of joints or excessive furrowing of mortar joints is not permitted.
- D. Remove excess mortar and mortar smears as work progresses.
- E. Interlock intersections and external corners.
- F. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
- G. Set reglets as shown on plans.
- H. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
- I. Cut mortar joints flush where wall tile is scheduled, cement parging is required, or resilient base is scheduled. Block exposed cavity space with raiseable steel guard of correct width.
- J. Isolate masonry partitions from vertical structural framing members with a control joint as indicated.
- K. Isolate top joint of masonry partitions from horizontal structural framing members and slabs or decks with compressible joint filler.

### **3.04 REINFORCEMENT AND ANCHORAGE - GENERAL**

- A. Fasten anchors to structural framing and embed in masonry joints as masonry is laid. Unless otherwise indicated on drawings or closer spacing is indicated under specific wall type, space anchors at maximum of 16 inches horizontally and 16 inches vertically.

### **3.05 CONTROL AND EXPANSION JOINTS**

- A. Do not continue horizontal joint reinforcement through control and expansion joints.

- B. Form control joint with a sheet building paper bond breaker fitted to one side of the hollow contour end of the block unit. Fill the resultant core with grout fill. Rake joint at exposed unit faces for placement of backer rod and sealant.
- C. Install preformed control joint device in continuous lengths. Seal butt and corner joints in accordance with manufacturer's instructions.
- D. Size control joint in accordance with Section 07 90 05 for sealant performance.
- E. Form expansion joint as detailed.
- F. Locate per drawings.

### **3.06 BUILT-IN WORK**

- A. As work progresses, install built-in metal door frames, glazed frames, fabricated metal frames, window frames, anchor bolts, plates, and boxes and other items to be built into the work and furnished under other sections.
- B. Install built-in items plumb, level, and true to line.
- C. Bed anchors of metal door and glazed frames in adjacent mortar joints. Fill frame voids solid with grout.
  - 1. Fill adjacent masonry cores with grout minimum 12 inches from framed openings.
- D. Do not build into masonry construction organic materials that are subject to deterioration.

### **3.07 TOLERANCES**

- A. Maximum Variation From Unit to Adjacent Unit: 1/16 inch.
- B. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft.
- C. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.
- D. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 20ft.
- E. Maximum Variation of Joint Thickness: 1/8 inch in 3 ft.
- F. Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch.

### **3.08 CUTTING AND FITTING**

- A. Cut and fit for chases, pipes, conduit, sleeves, and grounds. Coordinate with other sections of work to provide correct size, shape, and location.
- B. Obtain approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

### **3.09 FIELD QUALITY CONTROL**

- A. Concrete Masonry Unit Tests: Test each variety of concrete unit masonry in accordance with ASTM C140 for conformance to requirements of this specification.
- B. Mortar Tests: Test each type of mortar in accordance with ASTM C780, testing with same frequency as masonry samples.

### **3.10 CLEANING**

- A. Remove excess mortar and mortar droppings.
- B. Replace defective mortar. Match adjacent work.
- C. Clean soiled surfaces with cleaning solution.
- D. Use non-metallic tools in cleaning operations.

**3.11 PROTECTION**

- A. Without damaging completed work, provide protective boards at exposed external corners that are subject to damage by construction activities.

**END OF SECTION**



**SECTION 04 72 00**  
**CAST STONE MASONRY**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Architectural cast stone.
- B. Units required are indicated on the drawings as "Cast Stone Sill".
- C. Units required are:
  - 1. Exterior window and wall sill.

**1.02 RELATED REQUIREMENTS**

- A. Section 04 05 11 - Masonry Mortaring and Grouting: Mortar for setting cast stone.
- B. Section 04 20 00 - Unit Masonry: Installation of cast stone in conjunction with masonry.
- C. Section 07 90 05 - Joint Sealers: Materials and execution methods for sealing soft joints in cast stone work.

**1.03 REFERENCE STANDARDS**

- A. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; American Concrete Institute International.
- B. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- C. ASTM A185/A185M - Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.
- D. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- E. ASTM C33/C33M - Standard Specification for Concrete Aggregates.
- F. ASTM C150/C150M - Standard Specification for Portland Cement.
- G. ASTM C270 - Standard Specification for Mortar for Unit Masonry.
- H. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete.
- I. ASTM C642 - Standard Test Method for Density, Absorption, and Voids in Hardened Concrete.
- J. ASTM C979/C979M - Standard Specification for Pigments for Integrally Colored Concrete.
- K. ASTM C1364 - Standard Specification for Architectural Cast Stone.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Manufacturer's Qualification Data: Documentation showing compliance with specified requirements.
- C. Product Data: Test results of cast stone components made previously by the manufacturer.
  - 1. Include one copy of ASTM C1364 for Architect's use.
- D. Shop Drawings: Include elevations, dimensions, layouts, profiles, cross sections, reinforcement, exposed faces, arrangement of joints, anchoring methods, anchors, and piece numbers.
- E. Mortar Color Selection Samples.
- F. Verification Samples: Pieces of actual cast stone components not less than 12 inches square, illustrating range of color and texture to be anticipated in components furnished for the project.
- G. Full-Size Samples: One unit of each shape, for review.

H. Source Quality Control Test Reports.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: A current producer member of the Cast Stone Institute with a minimum of 10 years of experience in producing cast stone of the types required for project.
  - 1. Adequate plant capacity to furnish quality, sizes, and quantity of cast stone required without delaying progress of the work.
  - 2. Products previously produced by plant and exposed to weather that exhibit satisfactory appearance.
- B. Mock-Up: Provide full size cast stone components for installation in mock-up of exterior wall.
  - 1. Approved mock-up will become standard for appearance and workmanship.
  - 2. Mock-up may remain as part of the completed work.
  - 3. Remove mock-up not incorporated into the work and dispose of debris.
- C. Source Quality Control: Test compressive strength and absorption of specimens selected at random from plant production.
  - 1. Test in accordance with ASTM C642.
  - 2. Select specimens at rate of 3 per 500 cubic feet, with a minimum of 3 per production week.
  - 3. Submit reports of tests by independent testing agency, showing compliance with requirements.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver cast stone components secured to shipping pallets and protected from damage and discoloration. Protect corners from damage.
- B. Number each piece individually to match shop drawings and schedule.
- C. Store cast stone components and installation materials in accordance with manufacturer's instructions.
- D. Store cast stone components on pallets with nonstaining, waterproof covers. Ventilate under covers to prevent condensation. Prevent contact with dirt.
- E. Protect cast stone components during handling and installation to prevent chipping, cracking, or other damage.
- F. Store mortar materials where contamination can be avoided.
- G. Schedule and coordinate production and delivery of cast stone components with unit masonry work to optimize on-site inventory and to avoid delaying the work.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Architectural Cast Stone:
  - 1. Any current producer member of the Cast Stone Institute
  - 2. Continental Cast Stone Manufacturing Company
  - 3. D. C. Kerckoff Company
  - 4. Pineapple Grove Designs

**2.02 ARCHITECTURAL CAST STONE**

- A. Cast Stone: Architectural concrete product manufactured to simulate appearance of natural limestone, complying with ASTM C1364.
  - 1. Compressive Strength: As specified in ASTM C1364; calculate strength of pieces to be field cut at 80 percent of uncut piece.
  - 2. Freeze-Thaw Resistance: Demonstrated by laboratory testing in accordance with ASTM C 1364.

3. Surface Texture: Fine grained texture, with no bugholes, air voids, or other surface blemishes visible from distance of 10 feet.
  4. Color: Selected by Architect from manufacturer's full range.
  5. Remove cement film from exposed surfaces before packaging for shipment.
- B. Shapes: Provide shapes indicated on drawings.
1. Variation from Any Dimension, Including Bow, Camber, and Twist: Maximum of plus/minus 1/8 inch or length divided by 360, whichever is greater, but not more than 1/4 inch.
  2. Unless otherwise indicated on drawings, provide:
    - a. Wash or slope of 1:12 on exterior horizontal surfaces.
    - b. Drips on projecting components, wherever possible.
    - c. Raised fillets at back of sills and at ends to be built in.
- C. Reinforcement: Provide reinforcement as required to withstand handling and structural stresses; comply with ACI 318.
1. Pieces More than 12 inches Wide: Provide full length two-way reinforcement of cross-sectional area not less than 0.25 percent of unit cross-sectional area. Use epoxy coated reinforcement.

## **2.03 MATERIALS**

- A. Portland Cement: ASTM C150.
1. For Units: Type I, white or gray as required to match Architect 's selection.
  2. For Mortar: Type I or II, except Type III may be used in cold weather to match mortar on existing building.
- B. Coarse Aggregate: ASTM C33, except for gradation; granite, quartz, or limestone.
- C. Fine Aggregate: ASTM C33, except for gradation; natural or manufactured sands.
- D. Pigments: ASTM C979, inorganic iron oxides; do not use carbon black.
- E. Admixtures: ASTM C494/C494M.
- F. Water: Potable.
- G. Reinforcing Bars: ASTM A615/A615M deformed bars, galvanized or epoxy coated.
- H. Steel Welded Wire Reinforcement: ASTM A185/A185M, galvanized or epoxy coated.
- I. Embedded Anchors, Dowels, and Inserts: Type 304 stainless steel, of type and size as required for conditions.
- J. Mortar: Portland cement-lime, ASTM C270, Type N; as specified in Section 04 0511.
- K. Sealant: As specified in Section 07 90 05.
- L. Cleaner: General-purpose cleaner designed for removing mortar and grout stains, efflorescence, and other construction stains from new masonry surfaces without discoloring or damaging masonry surfaces; approved for intended use by cast stone manufacturer and by cleaner manufacturer for use on cast stone and adjacent masonry materials.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Examine construction to receive cast stone components. Notify Architect if construction is not acceptable.
- B. Do not begin installation until unacceptable conditions have been corrected.

### **3.02 INSTALLATION**

- A. Install cast stone components in conjunction with masonry, complying with requirements of Section 04 20 00.

- B. Mechanically anchor cast stone units indicated; set remainder in mortar.
- C. Setting:
  - 1. Drench cast stone components with clear, running water immediately before installation.
  - 2. Set units in a full bed of mortar unless otherwise indicated.
  - 3. Fill vertical joints with mortar.
  - 4. Fill dowel holes and anchor slots completely with mortar or non-shrink grout.
- D. Joints: Make all joints 3/8 inch, except as otherwise detailed.
  - 1. Rake mortar joints 3/4 inch for pointing.
  - 2. Remove excess mortar from face of stone before pointing joints.
  - 3. Point joints with mortar in layers 3/8 inch thick and tool to a slight concave profile.
  - 4. Leave the following joints open for sealant:
    - a. Head joints in sills.
    - b. Joints labeled "expansion joint".
- E. Sealant Joints: Install sealants as specified in Section 07 90 05.
- F. Installation Tolerances:
  - 1. Variation from Plumb: Not more than 1/8 inch in 10 feet or 1/4 inch in 20 feet or more.
  - 2. Variation from Level: Not more than 1/8 inch in 10 feet or 1/4 inch in 20 feet, or 3/8 inch maximum.
  - 3. Variation in Joint Width: Not more than 1/8 inch in 36 inches or 1/4 of nominal joint width, whichever is less.
  - 4. Variation in Plane Between Adjacent Surfaces (Lipping): Not more than 1/16 inch difference between planes of adjacent units or adjacent surfaces indicated to be flush with units.
- G. Repairs: Repair chips and other surface damage noticeable when viewed in direct daylight at 20 feet.
  - 1. Repair with matching touchup material provided by the manufacturer and in accordance with manufacturer's instructions.
  - 2. Repair methods and results subject to Architect 's approval.

### **3.03 CLEANING**

- A. Repair chips and other surface damage noticeable when viewed in direct daylight at 10 feet.
  - 1. Repair with matching touchup material provided by the manufacturer and in accordance with manufacturer's instructions.
  - 2. Repair methods and results subject to Architect 's approval.
- B. Keep cast stone components clean as work progresses.
- C. Clean completed exposed cast stone after mortar is thoroughly set and cured.
  - 1. Wet surfaces with water before applying cleaner.
  - 2. Apply cleaner to cast stone in accordance with manufacturer's instructions.
  - 3. Remove cleaner promptly by rinsing thoroughly with clear water.
  - 4. Do not use acidic cleaners.

### **3.04 PROTECTION**

- A. Protect completed work from damage.
- B. Clean, repair, or restore damaged or mortar-splashed work to condition of new work.

### **END OF SECTION**

**SECTION 06 10 00**  
**ROUGH CARPENTRY**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Rough opening framing for windows.
- B. Preservative treated wood materials.
- C. Concealed wood blocking, nailers, and supports.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 62 00 - Sheet Metal Flashing and Trim: Drip flashings.
- B. Section 09 21 16 - Gypsum Board Assemblies: Gypsum-based sheathing.
- C. Section 08 41 13.10 and 08 44 13: Window openings to receive wood blocking.

**1.03 REFERENCE STANDARDS**

- A. AFPA (WFCM) - Wood Frame Construction Manual for One- and Two-Family Dwellings; American Forest and Paper Association.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
- D. ASTM C208 - Standard Specification for Cellulosic Fiber Insulating Board.
- E. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
- F. ASTM C1396/C1396M - Standard Specification for Gypsum Board.
- G. ASTM D2898 - Standard Test Methods for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing.
- H. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- I. AWPA C9 - Plywood -- Preservative Treatment by Pressure Processes; American Wood Protection Association.
- J. AWPA U1 - Use Category System: User Specification for Treated Wood; American Wood Protection Association.
- K. ICC-ES AC308 - Acceptance Criteria for Water-Resistive Barriers; ICC Evaluation Service, Inc.
- L. PS 20 - American Softwood Lumber Standard; National Institute of Standards and Technology (Department of Commerce).
- M. SPIB (GR) - Grading Rules; Southern Pine Inspection Bureau, Inc..
- N. WCLIB (GR) - Standard Grading Rules for West Coast Lumber No. 17; West Coast Lumber Inspection Bureau.
- O. WWPA G-5 - Western Lumber Grading Rules; Western Wood Products Association.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide technical data on insulated sheathing, wood preservative materials, and application instructions.
- C. Manufacturer's Certificate: Certify that wood products supplied for rough carpentry meet or exceed specified requirements.

## **1.05 QUALITY ASSURANCE**

- A. Lumber: Comply with PS 20 and approved grading rules and inspection agencies.
  - 1. Lumber of other species or grades, or graded by other agencies, is acceptable provided structural and appearance characteristics are equivalent to or better than products specified.
- B. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWWPA standards.

## **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, or installation.

## **PART 2 PRODUCTS**

### **2.01 GENERAL REQUIREMENTS**

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  - 1. Species: Douglas Fir-Larch, unless otherwise indicated.
  - 2. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
  - 3. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee ([www.alsc.org](http://www.alsc.org)) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
- B. Lumber fabricated from old growth timber is not permitted.

### **2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS**

- A. Grading Agency: Southern Pine Inspection Bureau, Inc. (SPIB).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry or MC19.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
  - 1. Lumber: S4S No. 2 or Standard Grade.
  - 2. Boards: Standard or No. 3.
- E. Miscellaneous Blocking, Furring, Nailers, and Curbs:
  - 1. Lumber: S4S, No. 1 or Construction Grade.
  - 2. Boards: Standard.

### **2.03 ACCESSORIES**

- A. Fasteners and Anchors:
  - 1. Metal and Finish: Hot-dipped galvanized steel per ASTM A 153/A 153M; or Stainless Steel for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
  - 2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.
  - 3. Anchors: Toggle bolt type for anchorage to hollow masonry.

## **2.04 FACTORY WOOD TREATMENT**

- A. Treated Lumber and Plywood: Comply with requirements of AWP A U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
  - 1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWP A standards.
- B. Preservative Treatment:
  - 1. Manufacturers:
    - a. Arch Wood Protection, Inc.: [www.wolmanizedwood.com](http://www.wolmanizedwood.com).
    - b. Viance, LLC: [www.treatedwood.com](http://www.treatedwood.com).
    - c. Osmose, Inc: [www.osmose.com](http://www.osmose.com).
    - d. Substitutions: Not permitted.
- C. Preservative Pressure Treatment of Lumber Above Grade: AWP A U1, Use Category UC3B, Commodity Specification A using waterborne preservative to 0.25 lb/cu ft retention.
  - 1. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
  - 2. Treat lumber in contact with roofing, flashing, or waterproofing.
  - 3. Treat lumber in contact with masonry or concrete.
  - 4. Treat lumber less than 18 inches above grade.
    - a. Treat lumber in other locations as indicated.
  - 5. Preservative Pressure Treatment of Plywood Above Grade: AWP A U1, Use Category UC2 and UC3B, Commodity Specification F using waterborne preservative to 0.25 lb/cu ft retention.
    - a. Kiln dry plywood after treatment to maximum moisture content of 15 percent.
    - b. Treat plywood in contact with masonry or concrete.
    - c. Treat plywood in other locations as indicated.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION - GENERAL**

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

### **3.02 BLOCKING, NAILERS, AND SUPPORTS**

- A. Provide framing and blocking members as indicated or as required to support windows, ceilings and trim.
- B. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.
- C. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.

### **3.03 TOLERANCES**

- A. Framing Members: 1/4 inch from true position, maximum.
- B. Surface Flatness of Floor: 1/8 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.
- C. Variation from Plane (Other than Floors): 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

### **3.04 CLEANING**

- A. Waste Disposal:
  - 1. Comply with applicable regulations.
  - 2. Do not burn scrap on project site.
  - 3. Do not burn scraps that have been pressure treated.
  - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

**END OF SECTION**



**SECTION 06 20 00**  
**FINISH CARPENTRY**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Finish carpentry items.
- B. Door Hardware attachment.

**1.02 RELATED REQUIREMENTS**

- A. Section 08 71 00 -Door Hardware:

**1.03 REFERENCE STANDARDS**

- A. ANSI A208.1 - American National Standard for Particleboard.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- C. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards.
- D. BHMA A156.9 - American National Standard for Cabinet Hardware; Builders Hardware Manufacturers Association (ANSI/BHMA A156.9).
- E. NEMA LD 3 - High-Pressure Decorative Laminates; National Electrical Manufacturers Association.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate the work with plumbing rough-in, electrical rough-in, and installation of associated and adjacent components.
- B. Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner.

**1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

**1.06 QUALITY ASSURANCE**

- A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.

**1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Protect work from moisture damage.

**PART 2 PRODUCTS**

**2.01 FINISH CARPENTRY ITEMS**

- A. Quality Grade: Unless otherwise indicated provide products of quality specified by AWI/AWMAC/WI Architectural Woodwork Standards for Premium Grade.
- B. Interior Woodwork Items:
  - 1. Custom Casework.

**2.02 SHEET MATERIALS**

- A. Particleboard: ANSI A208.1; composed of wood chips, sawdust, or flakes of medium density, made with waterproof resin binders; of grade to suit application; sanded faces.

**2.03 HARDWARE**

- A. Hardware: Comply with BHMA A156.9. See Hardware Schedule in Section 08 71 00.

**2.04 FABRICATION**

- A. Shop assemble work for delivery to site, permitting passage through building openings.

- B. When necessary to cut and fit on site, provide materials with ample allowance for cutting.  
Provide trim for scribing and site cutting.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify adequacy of backing and support framing.

#### **3.02 INSTALLATION**

- A. Install work in accordance with AWI/AWMAC/WI Architectural Woodwork Standards requirements for grade indicated.
- B. Set and secure materials and components in place, plumb and level.
- C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.

#### **3.03 TOLERANCES**

- A. Maximum Variation from True Position: 1/16 inch.
- B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

**END OF SECTION**

**SECTION 07 21 00**  
**THERMAL INSULATION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Board insulation at cavity wall construction and as indicated on drawings at window locations.
- B. Batt and spray foam insulation for filling perimeter window and door shim spaces and crevices in exterior wall and roof.
- C. Acoustic Batt insulation. See Section 09 21 16 Gypsum Board Assemblies.

**1.02 RELATED REQUIREMENTS**

- A. Section 06 10 00 - Rough Carpentry: Supporting construction for batt insulation.

**1.03 REFERENCE STANDARDS**

- A. ASTM C240 - Standard Test Methods of Testing Cellular Glass Insulation Block.
- B. ASTM C552 - Standard Specification for Cellular Glass Thermal Insulation.
- C. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
- D. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation.
- E. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
- F. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
- G. ASTM D2842 - Standard Test Method for Water Absorption of Rigid Cellular Plastics.
- H. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- I. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.
- J. ASTM E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace At 750 Degrees C.
- K. NFPA 255 - Standard Method of Test of Surface Burning Characteristics of Building Materials; National Fire Protection Association.
- L. UL 723 - Standard for Test for Surface Burning Characteristics of Building Materials; Underwriters Laboratories Inc..

**1.04 SUBMITTALS**

- A. See Section 01 33 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.
- C. Manufacturer's Installation Instructions: Include information on special environmental conditions required for installation and installation techniques.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

**1.05 FIELD CONDITIONS**

- A. Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.

**1.06 SEQUENCING**

- A. Sequence work to ensure fireproofing and firestop materials are in place before beginning work of this section.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Insulation:
  - 1. Dow
  - 2. Owens Corning
  - 3. Demilec USA (Spray Foam Insulation)
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.02 APPLICATIONS**

- A. Insulation above Windows: Extruded polystyrene board.
- B. Insulation in Metal Framed Walls: Batt insulation with no vapor retarder.
- C. Insulation at window head: Spray foam.

### **2.03 FOAM BOARD INSULATION MATERIALS**

- A. Extruded Polystyrene Board Insulation: ASTM C 578, Type IV; Extruded polystyrene board with natural skin surfaces; with the following characteristics:
  - 1. Flame Spread Index: 25 or less, when tested in accordance with ASTM E84.
  - 2. Flame Spread Index: 75 or less, when tested in accordance with ASTM E84.
  - 3. Smoke Developed Index: 450 or less, when tested in accordance with ASTM E84.
  - 4. Board Size: 48 x 96 inch or 24 X 96 inch.
  - 5. Board Thickness: 2 inches,
  - 6. Board Edges: Square, Shiplap or Tongue and groove.
  - 7. Thermal Conductivity (k factor) at 75 degrees: or 20.
  - 8. Compressive Resistance: 25 psi and 40 psi.
  - 9. Board Density: 1.8 lb/cu ft.
  - 10. Water Absorption, maximum: 0.1 percent, volume.
- B. Manufacturers:
  - 1. Dow Chemical Co(Design Basis):
    - a. Cavity Wall - "Cavity Mate Plus", type IV
    - b. Foundation and slabs - "Styrofoam Highload 40" type VI.
  - 2. Owens Corning Corp.
    - a. Cavity Wall -= "Foamular 250", type IV
    - b. Foundation and Slabs - "Foamular 400 SE", type VI.
  - 3. Pactiv Building Products
    - a. Cavity Wall - "Green Board Score Board", type IV
    - b. Foundation and Slabs - Type VI.
- C. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.04 BATT INSULATION MATERIALS**

- A. Batt Insulation: ASTM C 665; preformed batt; friction fit, conforming to the following:
  - 1. Material: Rock or slag fiber, or glass fiber.
  - 2. Flame Spread Index: 25 or less, when tested in accordance with ASTM E84.
  - 3. Smoke Developed Index: 50 or less, when tested in accordance with ASTM E84.
  - 4. Combustibility: Non-combustible, when tested in accordance with ASTM E136.
  - 5. Formaldehyde Content: Zero.
  - 6. Thermal Resistance: in accordance with plans.
  - 7. Thickness: Varies.
  - 8. Manufacturers:
    - a. CertainTeed Corporation: [www.certainteed.com](http://www.certainteed.com).
    - b. Johns Manville Corporation: [www.jm.com](http://www.jm.com).

- c. Owens Corning Corp: [www.owenscorning.com](http://www.owenscorning.com).
- 9. Substitutions: See Section 01 60 00 - Product Requirements.

## **2.05 SPRAY FOAM INSULATION MATERIALS**

- A. Spray Foam Insulation: two component, open cell, spray applied, semi rigid polyurethane foam system; conforming to the following:
  - 1. Density: .45 - .5 lbs/cubic ft.
  - 2. R-Value @ 1 inch: 3.81
  - 3. Air leakage: (air impermeable 2012 IBC requirements)
  - 4. Air permeance @ 50 Pa @ 3.5": .001 L/sm<sup>2</sup>
  - 5. Water vapor permeance @ 3.5": 6.33 perms
  - 6. Surface burning characteristics: Class I
  - 7. Flame spread index: 21
  - 8. Smoke developed: 216
  - 9. Manufacturers:
    - a. Sealection 500 by Demilec USA

## **2.06 ACCESSORIES**

- A. Tape: Bright aluminum; Polyethylene or Polyester self-adhering type, mesh reinforced, 2 inch wide.
- B. Insulation Fasteners: Impaling clip of galvanized steel with washer retainer and clips, to be adhered to surface to receive insulation, length to suit insulation thickness and substrate, capable of securely and rigidly fastening insulation in place.
- C. Wire Mesh: Galvanized steel, hexagonal wire mesh.
- D. Adhesive: Type recommended by insulation manufacturer for application.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation and adhesive.
- B. Verify substrate surfaces are flat, free of irregularities or materials or substances that may impede adhesive bond.

### **3.02 BOARD INSTALLATION ABOVE WINDOWS**

- A. Adhere a 6 inch wide strip of polyethylene sheet over expansion joints with double beads of adhesive each side of joint.
  - 1. Tape seal joints between sheets.
  - 2. Extend sheet full height of joint.
- B. Apply adhesive to back of boards:
  - 1. Three continuous beads per board length.
  - 2. Full bed 1/8 inch thick.
- C. Install boards to fit snugly between top of widow and roof deck.
- D. Make insulation continuous, fill all voids with insulation.
  - 1. Place membrane surface against adhesive.
  - 2. Place membrane surface facing out, and tape seal board joints.
- E. Install boards horizontally on walls.
  - 1. Place boards to maximize adhesive contact.
  - 2. Install in running bond pattern.
  - 3. Butt edges and ends tightly to adjacent boards and to protrusions.
- F. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.

- G. Place 6 inch wide polyethylene sheet at perimeter of wall openings, from adhesive vapor retarder bed to window, door, and storefront frames. Tape seal in place to ensure continuity of vapor retarder and air seal.

### **3.03 BATT INSTALLATION**

- A. Install insulation and vapor retarder in accordance with manufacturer's instructions.
- B. Install in exterior cavities at window, door, wall and roof spaces without gaps or voids. Do not compress insulation.
- C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- D. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.
- E. Install with factory applied vapor retarder membrane facing warm side of building spaces. Lap ends and side flanges of membrane over framing members.
- F. Tape seal butt ends, lapped flanges, and tears or cuts in membrane.
- G. At metal framing, place vapor retarder on warm side of insulation; lap and seal sheet retarder joints over member face.
- H. Tape seal tears or cuts in vapor retarder.
- I. Extend vapor retarder tightly to full perimeter of adjacent window and door frames and other items interrupting the plane of the membrane. Tape seal in place.

### **3.04 PROTECTION**

- A. Do not permit installed insulation to be damaged prior to its concealment.

**END OF SECTION**

SECTION 07 62 00  
SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Brake metal trim at storefronts, curtainwalls and column enclosures.
- 2. Manufactured through-wall flashing with interlocking counterflashing.
- 3. Manufactured reglets with counterflashing.
- 4. Manufactured roof edging & fascia system.
- 5. Formed roof-drainage sheet metal fabrications.
- 6. Formed low-slope roof sheet metal fabrications.
- 7. Formed equipment support flashing.

- B. Related Requirements:

- 1. Section 06 10 00 Rough Carpentry
- 2. Section 07 53 00 Elastomeric Membrane Roofing for installation of sheet metal flashing and trim integral with roofing.
- 3. Section 07 90 05 Joint Sealers

1.3 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

1.4 PREINSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site.

- 1. Review construction schedule. Verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
- 2. Review special roof details, roof drainage, roof-penetration flashing, equipment curbs, and condition of other construction that affect sheet metal flashing and trim.
- 3. Review requirements for insurance and certificates if applicable.
- 4. Review sheet metal flashing observation and repair procedures after flashing installation.

## 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.
- B. Shop Drawings: For sheet metal flashing and trim.
  - 1. Include plans, elevations, sections, and attachment details.
  - 2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.
  - 3. Include identification of material, thickness, weight, and finish for each item and location in Project.
  - 4. Include details for forming, including profiles, shapes, seams, and dimensions.
  - 5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
  - 6. Include details of termination points and assemblies.
  - 7. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
  - 8. Include details of roof-penetration flashing.
  - 9. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counterflashings as applicable.
  - 10. Include details of special conditions.
  - 11. Include details of connections to adjoining work.
  - 12. Detail formed flashing and trim at scale of not less than 3 inches per 12 inches (1:5).
- C. Samples for Initial Selection: For each type of sheet metal and accessory indicated with factory-applied finishes.
- D. Samples for Verification: For each type of exposed finish.
  - 1. Sheet Metal Flashing: 12 inches long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.
  - 2. Trim, Metal Closures, Expansion Joints, Joint Intersections, and Miscellaneous Fabrications: 12 inches long and in required profile. Include fasteners and other exposed accessories.
  - 3. Unit-Type Accessories and Miscellaneous Materials: Full-size Sample.
  - 4. Anodized Aluminum Samples: Samples to show full range to be expected for each color required.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator.
- B. Product Certificates: For each type of coping and roof edge flashing that is FM Approvals approved.
- C. Product Test Reports: For each product, for tests performed by a qualified testing agency.
- D. Sample Warranty: For special warranty.



#### 1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.

#### 1.8 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
  - 1. For copings and roof edge flashings that are FM Approvals approved, shop shall be listed as able to fabricate required details as tested and approved.
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.
  - 1. Build mockup of typical roof eave, including fascia trim, approximately 10 feet long, including supporting construction cleats, seams, attachments, underlayment, and accessories.
  - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

#### 1.10 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Sheet Metal Standard for Copper: Comply with CDA's "Copper in Architecture Handbook." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- D. FM Approvals Listing: Manufacture and install copings, roof edge flashings that are listed in FM Approvals' "RoofNav" and approved for windstorm classification, Class 1-90. Identify materials with name of fabricator and design approved by FM Approvals.
- E. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

### 2.2 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Copper Sheet: ASTM B 370, cold-rolled copper sheet, H00 or H01 temper.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Hussey Copper Ltd.
    - b. Revere Copper Products, Inc.
  - 2. Nonpatinated Exposed Finish: Mill.
- C. Aluminum Sheet: ASTM B 209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with smooth, flat surface.
  - 1. As-Milled Finish: Mil.
  - 2. Exposed Coil-Coated Finish:
    - a. Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  - 3. Color: As selected by Architect from manufacturer's full range.

4. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil.
- D. Stainless-Steel Sheet: ASTM A 240/A 240M or ASTM A 666, Type 304, dead soft, fully annealed; with smooth, flat surface.
1. Finish: 2D (dull, cold rolled).
- E. Copper-Clad Stainless-Steel Sheet: ASTM B 506, annealed Temper O61.
1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Engineering Materials Solutions, a member of the Wickeder Group; CopperPlus.
    - b. SEMCO Southeastern Metals, a Gibraltar Industries company; CopperXT.
  2. Nonpatinated Exposed Finish: Mill.
- F. Aluminum Brake Metal
1. Basic Use: Brake metal trim, interior and exterior at aluminum storefronts and curtainwalls, at jams, heads, sills and column enclosures. Material: Aluminum. Gauge: .050". Texture – Smooth. Color: Color anodized using standard color chart.
  2. Limitations: Fabrication and installation of materials should conform to standards established by the Architectural Sheet Metal Community. During the fabrication and/or forming of the materials, proper bend radii must be used. Minor scratches should be touched-up immediately, utilizing an air dry. For damage other than minor scratches, such as dents, deep abrasions, or scratches which have damaged base materials, the actual unit should be replaced. All metal shavings, chips, and dust must be removed from material immediately.
  3. Technical Data - Applicable Standards:

Aluminum materials conform to ASTM B 209, alloy 3003 H14 or 3105 H14. Painted aluminum conforms to performance requirements of AAMA 2605. Anodic finishes to meet the requirements of the Aluminum Association DAF-45 and AAMA 611 for anodized architectural aluminum.
  4. Installation

Installation shall be in accordance with standards established by the Architectural Sheet Metal Community. Installer to comply with all manufacturer's installation instructions as per project requirements. Care should be taken during handling and fabrication of materials to prevent bending, twisting, abrasion, scratching, denting, etc. All cutting tools should be kept sharp, properly dressed and aligned. If protective masking is utilized, it must be removed immediately after installation.
  5. Warranty

Warrant for film integrity (color-fade-chalk) and rupture, cracking or perforating for a thirty-year period from time of shipment, as per standard terms and conditions noted in materials and finish warranty. Provide an actual copy of the warranty will be sent upon request. The product is to be used as it is intended.

## 6. Maintenance

Materials to be non-staining and maintenance free. Any surface residue is easily removed with conventional cleaning solvents or detergents. Minor scratches may be touched up with an air dry touch-up coating of the same color. Conventional caulking compounds and sealants compatible with the ATAS finish are acceptable for use in conjunction with the ATAS coated materials.

## 2.3 UNDERLAYMENT MATERIALS

- A. Synthetic Underlayment: Laminated or reinforced, woven polyethylene or polypropylene, synthetic roofing underlayment; bitumen free; slip resistant; suitable for high temperatures over 220 deg F; and complying with physical requirements of ASTM D 226/D 226M for Type I and Type II felts.

1. Products: Subject to compliance with requirements, provide one of the following:

- a. Atlas Roofing Corporation; Summit.
- b. Engineered Coated Products; Nova-Seal II.
- c. Kirsch Building Products, LLC; Sharkskin Ultra.
- d. SDP Advanced Polymer Products Inc; Palisade.

- B. Self-Adhering, High-Temperature Sheet: Minimum 30 mils thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer according to written recommendations of underlayment manufacturer.

1. Products: Subject to compliance with requirements, provide one of the following:

- a. Carlisle Residential, a division of Carlisle Construction Materials; WIP 300HT.
- b. Grace Construction Products, a unit of W. R. Grace & Co.-Conn.; Grace Ice and Water Shield HT.
- c. Henry Company; Blueskin PE200 HT.
- d. Kirsch Building Products, LLC; Sharkskin Ultra SA.
- e. Metal-Fab Manufacturing, LLC; MetShield.
- f. Owens Corning; WeatherLock Specialty Tile & Metal Underlayment.
- g. Polyguard Products, Inc.; Deck Guard HT.

2. Thermal Stability: ASTM D 1970; stable after testing at 240 deg F or higher.

3. Low-Temperature Flexibility: ASTM D 1970; passes after testing at minus 20 deg F or lower.

- C. Slip Sheet: Rosin-sized building paper, 3 lb/100 sq. ft. minimum.

## 2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.

- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.

1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
  - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
  - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
  - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
2. Fasteners for Copper and Copper-Clad Stainless-Steel Sheet: Copper, hardware bronze or passivated Series 300 stainless steel.
3. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
4. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.

C. Solder:

1. For Copper and Copper-Clad Stainless Steel: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead with maximum lead content of 0.2 percent.
2. For Stainless Steel: ASTM B 32, Grade Sn60Sn96, with acid flux of type recommended by stainless-steel sheet manufacturer.

D. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.

E. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

F. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.

G. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.

H. Bituminous Coating: Cold-applied asphalt emulsion according to ASTM D 1187.

I. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

## 2.5 MANUFACTURED SHEET METAL FLASHING AND TRIM

A. Through-Wall, Ribbed, Sheet Metal Flashing: Manufacture through-wall sheet metal flashing for embedment in masonry, with ribs at 3-inch intervals along length of flashing to provide integral mortar bond. Manufacture through-wall flashing with interlocking counterflashing on exterior face, of same metal as flashing.

1. Copper: 16 oz. / sq. ft.
  - a. Products: Subject to compliance with requirements, provide one of the following:
    - 1) Cheney Flashing Company; Cheney Flashing Dovetail.
    - 2) Hohmann & Barnard, Inc.; STF Sawtooth Flashing.

- 3) Keystone Flashing Company, Inc.; Keystone Three-Way Interlocking Thruwall Flashing.  
Sandell Manufacturing; Pre-Formed Metal Flashing.
2. Stainless Steel: 0.016 inch thick.
  - a. Products: Subject to compliance with requirements, provide one of the following:
    - 1) Cheney Flashing Company; Cheney Flashing Dovetail.
    - 2) Hohmann & Barnard, Inc.; STF Sawtooth Flashing.
    - 3) Keystone Flashing Company, Inc.; Keystone Three-Way Interlocking Thruwall Flashing.
    - 4) Sandell Manufacturing; Pre-Formed Metal Flashing.
- B. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with factory-mitered and welded corners and junctions and with interlocking counterflashing on exterior face, of same metal as reglet.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  2. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
    - a. Cheney Flashing Company.
    - b. Fry Reglet Corporation.
    - c. Heckmann Building Products, Inc.
    - d. Hickman, W. P. Company.
    - e. Hohmann & Barnard, Inc.
    - f. Keystone Flashing Company, Inc.
  3. Material: Stainless steel, 0.019 inch thick, Copper, 16 oz. / sq. ft.
  4. Surface-Mounted Type: Provide with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.
  5. Stucco Type: Provide with upturned fastening flange and extension leg of length to match thickness of applied finish materials.
  6. Concrete Type: Provide temporary closure tape to keep reglet free of concrete materials, special fasteners for attaching reglet to concrete forms, and guides to ensure alignment of reglet section ends.
  7. Masonry Type: Provide with offset top flange for embedment in masonry mortar joint.
  8. Accessories:
    - a. Flexible-Flashing Retainer: Provide resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does not permit use of standard metal counterflashing or where Drawings show reglet without metal counterflashing.
    - b. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing's lower edge.
  9. Finish: Mill.
- C. Roof Edge Flashing (Gravel Stop) and Fascia Cap: Units of type, material, and profile required, formed to provide secure interlocking of separate roof edge and fascia cap pieces, and compatible with base flashing indicated with factory-mitered and welded corners and junctions and with interlocking cap on exterior face, of same metal as roof edge flashing & fascia cap.

1. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings
2. Material: .050" aluminum.
3. Deck Bracket Units: Provide with deck bracket units for fastening to substrate.
4. Finish: Standard color range.

## 2.6 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
  1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
  2. Obtain field measurements for accurate fit before shop fabrication.
  3. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
  4. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."
- D. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
  1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
  2. Use lapped expansion joints only where indicated on Drawings.
- E. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- F. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- G. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard and by FM Global Property Loss Prevention Data Sheet 1-49 for application, but not less than thickness of metal being secured.
- H. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- I. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.

- J. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.
- K. Do not use graphite pencils to mark metal surfaces.

## 2.7 ROOF-DRAINAGE SHEET METAL FABRICATIONS

- A. Hanging Gutters: Fabricate to cross section required, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch- long sections. Furnish flat-stock gutter brackets and flat-stock gutter spacers and straps fabricated from same metal as gutters, of size recommended by cited sheet metal standard but with thickness not less than 1/8 inch. Fabricate expansion joints, expansion-joint covers, gutter bead reinforcing bars, and gutter accessories from same metal as gutters. Shop fabricate interior and exterior corners.
  - 1. Gutter Profile: Style indicated on drawings according to cited sheet metal standard.
  - 2. Expansion Joints: Butt type with cover plate.
  - 3. Accessories: Wire-ball downspout strainer.
  - 4. Gutters with Girth up to 15 Inches: Fabricate from the following materials:
    - a. Aluminum: 0.040 inch thick.
- B. Downspouts: Fabricate downspouts to dimensions indicated on drawings, complete with mitered elbows. Furnish with metal hangers from same material as downspouts and anchors. Shop fabricate elbows.
  - 1. Fabricated Hanger Style: Provide hangers per drawing details and according to SMACNA's "Architectural Sheet Metal Manual."
- C. Parapet Scuppers: Fabricate scuppers to dimensions required, with closure flange trim to exterior, 4-inch wide wall flanges to interior, and base extending 4 inches beyond cant or tapered strip into field of roof. Fabricate from the following materials:
  - 1. Aluminum: 0.040 inch thick.
- D. Conductor Heads: Fabricate conductor heads with flanged back and stiffened top edge and of dimensions and shape required, complete with outlet tubes, exterior flange trim and built-in overflows. Fabricate from the following materials:
  - 1. Aluminum: 0.080 inch thick pre-fabricated and 0.050" thick shop fabricated.
  - 2. Splash Pans: Fabricate to dimensions and shape required and from the following materials:
    - a. Stainless Steel: 0.019 inch thick.

## 2.8 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof Edge Flashing (Gravel Stop) and Fascia Cap: Fabricate in minimum 96-inch long, but not exceeding 12-foot long sections. Furnish with 6-inch wide, joint cover plates. Shop fabricate interior and exterior corners.
  - 1. Joint Style: Butted with expansion space and 6-inch wide, concealed backup plate.
  - 2. Fabricate with scuppers spaced 10 feet apart, to dimensions required with 4-inch wide flanges and base extending 4 inches beyond cant or tapered strip into field of roof. Fasten gravel guard angles to base of scupper.



3. Fabricate from the Following Materials:
    - a. Aluminum: 0.050" thick shop fabricated.
  - B. Copings: Fabricate in minimum 96-inch long, but not exceeding 12-foot long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and drill elongated holes for fasteners on interior leg. Miter corners weld watertight. Shop fabricate interior and exterior corners.
    1. Coping Profile: As indicated on Drawings.
    2. Joint Style: Butted with expansion space and 6-inch wide, concealed backup plate.
    3. Fabricate from the Following Materials:
      - a. Aluminum: 0.050 inch thick.
  - C. Counterflashing: Shop fabricate interior and exterior corners. Fabricate from the following materials:
    1. Stainless Steel: 0.019 inch thick.
  - D. Flashing Receivers: Fabricate from the following materials:
    1. Stainless Steel: 0.019 inch thick.
  - E. Roof-Penetration Flashing: Fabricate from the following materials:
    1. Stainless Steel: 0.019 inch thick.
  - F. Roof-Drain Flashing: Fabricate from the following materials:
    1. Copper: 12 oz. / sq. ft.
- 2.9 STEEP-SLOPE ROOF SHEET METAL FABRICATIONS
- A. Apron, Step, Cricket, and Backer Flashing: Fabricate from the following materials:
    1. Stainless Steel: 0.019 inch thick.
  - B. Drip Edges: Fabricate from the following materials:
    1. Aluminum: 0.040 inch thick.
  - C. Eave, Rake, Ridge, and Hip Flashing: Fabricate from the following materials:
    1. Aluminum: 0.40 inch thick.
  - D. Counterflashing: Shop fabricate interior and exterior corners. Fabricate from the following materials:
    1. Copper: 16 oz. / sq. ft. thick.
    2. Stainless Steel: 0.019 inch thick.
  - E. Flashing Receivers: Fabricate from the following materials:
    1. Copper: 16 oz. / sq. ft.

2. Stainless Steel: 0.019 inch thick.
- 3.

F. Roof-Penetration Flashing: Fabricate from the following materials:

1. Copper: 16 oz./sq. ft.
2. Stainless Steel: 0.019 inch thick.

2.10 WALL SHEET METAL FABRICATIONS

A. Through-Wall Flashing: Fabricate continuous flashings in minimum 96-inch long, but not exceeding 12-foot long, sections, under copings, and at shelf angles. Fabricate discontinuous lintel, sill, and similar flashings to extend 6 inches beyond each side of wall openings; and form with 2-inch high, end dams. Fabricate from the following materials:

1. Copper: 16 oz. / sq. ft.
2. Stainless Steel: 0.019 inch thick.
3. Copper-Clad Stainless Steel: 0.018 inch thick.

2.11 MISCELLANEOUS SHEET METAL FABRICATIONS

A. Equipment Support Flashing: Fabricate from the following materials:

1. Copper: 16 oz. / sq. ft.
2. Copper-Clad Stainless Steel: 0.018 inch thick.
3. Stainless Steel: 0.019 inch thick.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.

1. Verify compliance with requirements for installation tolerances of substrates.
2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

A. Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal flashing and trim. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches.

- B. Synthetic Underlayment: Install synthetic underlayment, wrinkle free, according to manufacturers' written instructions, and using adhesive where possible to minimize use of mechanical fasteners under sheet metal.
- C. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free. Prime substrate if recommended by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures. Apply in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Roll laps and edges with roller. Cover underlayment within 14 days.
- D. Apply slip sheet, wrinkle free, over underlayment before installing sheet metal flashing and trim.

### 3.3 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
  - 1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
  - 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
  - 3. Space cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
  - 4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
  - 5. Torch cutting of sheet metal flashing and trim is not permitted.
  - 6. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
  - 1. Coat concealed side of uncoated-aluminum and stainless-steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
  - 2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
  - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
  - 2. Use lapped expansion joints only where indicated on Drawings.
- D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood.

- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
  - 1. Use sealant-filled joints unless otherwise indicated. Embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
  - 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
- G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets with solder to width of 1-1/2 inches; however, reduce pre-tinning where pre-tinned surface would show in completed Work.
  - 1. Do not solder aluminum sheet.
  - 2. Do not use torches for soldering.
  - 3. Heat surfaces to receive solder, and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
  - 4. Stainless-Steel Soldering: Tin edges of uncoated sheets, using solder for stainless steel and acid flux. Promptly remove acid flux residue from metal after tinning and soldering. Comply with solder manufacturer's recommended methods for cleaning and neutralization.
  - 5. Copper Soldering: Tin edges of uncoated sheets, using solder for copper.
  - 6. Copper-Clad Stainless-Steel Soldering: Tin edges of uncoated sheets, using solder for copper-clad stainless steel.
- H. Rivets: Rivet joints in uncoated aluminum where necessary for strength.

### 3.4 ROOF-DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof-drainage items to produce complete roof-drainage system according to cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.
- B. Hanging Gutters: Join sections with joints sealed with sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchor them in position. Provide end closures and seal watertight with sealant. Slope to downspouts.
  - 1. Fasten gutter spacers to front and back of gutter.
  - 2. Anchor and loosely lock back edge of gutter to continuous cleat.
  - 3. Anchor gutter with straps spaced not more than 24 inches apart to roof deck, unless otherwise indicated, and loosely lock to front gutter bead.
  - 4. Install gutter with expansion joints at locations indicated, but not exceeding, 40 feet apart. Install expansion-joint caps.
- C. Downspouts: Join sections with 1-1/2-inch telescoping joints.
  - 1. Provide hangers with fasteners designed to hold downspouts securely to walls. Locate hangers at top and bottom and at approximately 60 inches o.c.

2. Provide elbows at base of downspout to direct water away from building.
  3. Connect downspouts to underground drainage system.
- D. Splash Pans: Install where downspouts discharge on low-slope roofs. Set in elastomeric sealant compatible with the substrate.
- E. Parapet Scuppers: Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.
1. Anchor scupper closure trim flange to exterior wall and solder to scupper.
  2. Loosely lock front edge of scupper with conductor head.
  3. Seal with elastomeric sealant exterior wall scupper flanges into back of conductor head.
- F. Conductor Heads: Anchor securely to wall, with elevation of conductor head rim at minimum of 1 inch below scupper or gutter discharge.
- G. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated. Lap joints minimum of 4 inches in direction of water flow.

### 3.5 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and cited sheet metal standard. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Roof Edge & Fascia Cap Flashing: Anchor to resist uplift and outward forces according to recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for FM Approvals' listing for required windstorm classification. Interlock bottom edge of roof edge flashing with cleat anchored to substrates.
- C. Copings: Anchor to resist uplift and outward forces according to recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for specified FM Approvals' listing for required windstorm classification, unless otherwise indicated.
1. Interlock exterior bottom edge of coping with continuous cleat anchored to substrate at 16-inch centers.
  2. Anchor interior leg of coping with washers and screw fasteners through slotted holes at 18-inch centers.
- D. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending minimum of 4 inches over base flashing. Install stainless-steel draw band and tighten.
- E. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches over base flashing. Lap counterflashing joints minimum of 4 inches. Secure in waterproof manner by means of nap-in installation and sealant or lead wedges, unless otherwise indicated.
- F. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

### 3.6 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Through-Wall Flashing: Installation of through-wall flashing is specified in Section 042000 "Unit Masonry."
- C. Reglets: Installation of reglets is specified in Section 033000 "Cast-in-Place Concrete.", Section 042000 "Unit Masonry."
- D. Opening Flashings in Frame Construction: Install continuous head, sill, jamb, and similar flashings to extend 4 inches beyond wall openings.

### 3.7 MISCELLANEOUS FLASHING INSTALLATION

- A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

### 3.8 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- B. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."

### 3.9 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

## **SECTION 07 90 05**

### **JOINT SEALERS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Sealants and joint backer rods.
- B. Precompressed foam sealers.

##### **1.02 RELATED REQUIREMENTS**

- A. Section 07 62 00: Sealants required in conjunction with flashing.
- B. Section 08 80 00 - Glazing: Glazing sealants and accessories.

##### **1.03 REFERENCE STANDARDS**

- A. ASTM C834 - Standard Specification for Latex Sealants.
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants.
- D. ASTM D1056 - Standard Specification for Flexible Cellular Materials--Sponge or Expanded Rubber.
- E. ASTM D1667 - Standard Specification for Flexible Cellular Materials--Poly(Vinyl Chloride) Foam (Closed-Cell).

##### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate the work with other sections referencing this section.

##### **1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
- C. Samples: Submit two samples, 2 x 1/2 in size illustrating sealant colors for selection.
- D. Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, and perimeter conditions requiring special attention.

##### **1.06 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum 5 years documented experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section with minimum 5 years experience.

##### **1.07 FIELD CONDITIONS**

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

##### **1.08 COORDINATION**

- A. Coordinate the work with all sections referencing this section.

##### **1.09 WARRANTY**

- A. Correct defective work within a five year period after Date of Substantial Completion.
- B. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Polyurethane Sealants:
  - 1. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
  - 2. Bostik, Inc [www.bostik-us.com](http://www.bostik-us.com)
  - 3. BASF Construction Chemicals-Building Systems: [www.buildingsystems.basf.com](http://www.buildingsystems.basf.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Acrylic Sealants (ASTM C920):
  - 1. Pecora Corporation; [www.pecora.com](http://www.pecora.com).
  - 2. Tremco, Inc [www.tremcosealants.com](http://www.tremcosealants.com).
  - 3. Bostik, Inc. [www.bostik-us.com](http://www.bostik-us.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Preformed Compressible Foam Sealers and backer rods:
  - 1. Sandell Manufacturing Company, Inc: [www.sandellmfg.com](http://www.sandellmfg.com).
  - 2. Emseal Joint Systems, Ltd.
  - 3. Dayton Superior Corporation: [www.daytonsuperior.com](http://www.daytonsuperior.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.02 SEALANTS**

- A. Sealants and Primers - General: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
- B. Type 1 - General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25, Uses M, G, and A; single component.
  - 1. Color: Standard colors matching finished surfaces.
  - 2. Product: Dynatrol II manufactured by Pecora.
  - 3. Applications: Use for:
    - a. Control, expansion, and soft joints in masonry.
    - b. Joints between concrete and other materials.
    - c. Joints between metal frames and other materials.
    - d. Other exterior joints for which no other sealant is indicated.
- C. Type 2 - General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C 834, Type OP, Grade NF single component, paintable.
  - 1. Color: Standard colors matching finished surfaces.
  - 2. Product: AC-20 + Silicone manufactured by Pecora.
  - 3. Applications: Use for:
    - a. Interior wall and ceiling control joints.
    - b. Joints between door and window frames and wall surfaces.
    - c. Other interior joints for which no other type of sealant is indicated.
- D. Type 3 - Exterior Expansion Joint Sealer: ASTM D 2628, hollow neoprene (polychloroprene) compression gasket.
  - 1. Black color.
  - 2. Size and Shape: . As indicated by drawings.
  - 3. Product: Poly seal manufactured by Sandell mfg.
  - 4. Applications: Use for:
    - a. Exterior wall expansion joints.

### **2.03 ACCESSORIES**

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.



- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that substrate surfaces and joint openings are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

#### **3.02 PREPARATION**

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

#### **3.03 INSTALLATION**

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Perform acoustical sealant application work in accordance with ASTM C919.
- D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- E. Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:
  - 1. Width/depth ratio of 2:1.
  - 2. Neck dimension no greater than 1/3 of the joint width.
  - 3. Surface bond area on each side not less than 75 percent of joint width.
- F. Install bond breaker where joint backing is not used.
- G. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- H. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- I. Tool joints concave.
- J. Precompressed Foam Sealant: Do not stretch; avoid joints except at corners, ends, and intersections; install with face 1/8 to 1/4 inch below adjoining surface.

#### **3.04 CLEANING**

- A. Clean adjacent soiled surfaces.

#### **3.05 PROTECTION**

- A. Protect sealants until cured.

**END OF SECTION**

**SECTION 08 11 13**  
**HOLLOW METAL DOORS AND FRAMES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Non-fire-rated steel door frames.

**1.02 RELATED REQUIREMENTS**

- A. Section 08 71 00 - Door Hardware.
- B. Section 08 80 00 - Glazing: Glass for doors and borrowed lites.
- C. Section 09 90 00 - Painting and Coating: Field painting.

**1.03 REFERENCE STANDARDS**

- A. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council.
- B. ANSI A250.8 - SDI-100 Recommended Specifications for Standard Steel Doors and Frames.
- C. ANSI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.
- D. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- E. BHMA A156.115 - Hardware Preparation in Steel Doors and Steel Frames.
- F. DHI A115 Series - Specifications for Steel Doors and Frame Preparation for Hardware; Door and Hardware Institute (ANSI/DHI A115 Series).
- G. NAAMM HMMA 840 - Guide Specifications for Installation and Storage of Hollow Metal Doors and Frames; The National Association of Architectural Metal Manufacturers.
- H. NAAMM HMMA 861 - Guide Specifications for Commercial Hollow Metal Doors and Frames; The National Association of Architectural Metal Manufacturers.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes; and one copy of referenced grade standard.
- C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and identifying location of different finishes, if any.
- D. Samples: Submit two samples of metal, 2 x 2 inches in size showing factory finishes, colors, and surface texture.
- E. Installation Instructions: Manufacturer's published instructions, including any special installation instructions relating to this project.
- F. Manufacturer's Certificate: Certification that products meet or exceed specified requirements.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum five years documented experience.
- B. Maintain at the project site a copy of all reference standards dealing with installation.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Store in accordance with NAAMM HMMA 840.

- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Steel Door Frames:
1. Assa Abloy Ceco, Curries, or Fleming: [www.assaabloydss.com](http://www.assaabloydss.com).
  2. Ceco Door Products: [www.cecodoor.com](http://www.cecodoor.com).
  3. Steelcraft: [www.steelcraft.com](http://www.steelcraft.com).
  4. Phillip Manufacturing Company
  5. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.02 DOORS AND FRAMES**

- A. Requirements for All Door Frames:
1. Accessibility: Comply with ANSI/ICC A117.1.
  2. Finish: Factory primed, for field finishing.

### **2.03 STEEL FRAMES**

- A. General:
1. Grade:
    - a. ANSI A250.8 Level 3 Doors: 14 gage frames.
  2. Finish: Factory primed, for field finishing.
  3. Frames Wider than 48 Inches: Reinforce with steel channel fitted tightly into frame head, flush with top.
- B. Exterior Door Frames: Fully welded.
1. Galvanizing: All components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with A60/ZF180 coating.
  2. Finish: Factory primed, for field finishing.
  3. Weatherstripping: Integral, recessed into door edge or frame.

### **2.04 ACCESSORY MATERIALS**

- A. Silencers: Resilient rubber or vinyl, fitted into drilled hole; 3 on strike side of single door, 3 on center mullion of pairs, and 2 on head of pairs without center mullions.
- B. Temporary Frame Spreaders: Provide for all factory- or shop-assembled frames.

### **2.05 FINISH MATERIALS**

- A. Primer: Rust-inhibiting, complying with ANSI A250.10, door manufacturer's standard, baked on.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Verify that finished walls are in plane to ensure proper door alignment.

### **3.02 INSTALLATION**

- A. Coordinate frame anchor placement with wall construction.
- B. Coordinate installation of hardware.
- C. Touch up damaged factory finishes.

### **3.03 TOLERANCES**

- A. Maximum Diagonal Distortion: 1/16 in measured with straight edge, corner to corner.

**3.04 ADJUSTING**

- A. Adjust for smooth and balanced door movement.

**3.05 SCHEDULE - SEE DRAWINGS**

**END OF SECTION**

**SECTION 08 14 16**  
**FLUSH WOOD DOORS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Flush wood doors; flush and flush glazed configuration; fire rated and smoke rated.

**1.02 RELATED REQUIREMENTS**

- A. Section 08 11 13 - Hollow Metal Doors and Frames.
- B. Section 08 71 00 - Door Hardware.
- C. Section 08 80 00 - Glazing.

**1.03 REFERENCE STANDARDS**

- A. ANSI A135.4 - American National Standard for Basic Hardboard.
- B. ICC (IBC) - International Building Code; 2003.
- C. UBC Std 7-2, Part II - Test Standard for Smoke- and Draft-control Assemblies; International Conference of Building Officials; 1997.
- D. UL 1784 - Standard for Air Leakage Tests of Door Assemblies.
- E. WDMA I.S.1-A - Architectural Wood Flush Doors; Window and Door Manufacturers Association.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Indicate door core materials and construction; veneer species, type and characteristics.
- C. Shop Drawings: Illustrate door opening criteria, elevations, sizes, types, swings, undercuts required, special beveling, special blocking for hardware, factory machining criteria, factory finishing criteria, identify cutouts for glazing.
- D. Samples: Submit two samples of door construction, 8 x 12 inch in size cut from top; or bottom corner of door.
- E. Samples: Submit two samples of door veneer, 6 x 6 inch in size illustrating wood grain, stain color, and sheen.
- F. Manufacturer's Installation Instructions: Indicate special installation instructions.
- G. Warranty, executed in Owner's name.

**1.05 QUALITY ASSURANCE**

- A. Maintain one copy of the specified door quality standard on site for review during installation and finishing.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum five years of documented experience.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Package, deliver and store doors in accordance with specified quality standard.
- B. Accept doors on site in manufacturer's packaging. Inspect for damage.
- C. Protect doors with resilient packaging sealed with heat shrunk plastic. Do not store in damp or wet areas; or in areas where sunlight might bleach veneer. Seal top and bottom edges with tinted sealer if stored more than one week. Break seal on site to permit ventilation.

## **1.07 PROJECT CONDITIONS**

- A. Coordinate the work with door opening construction, door frame and door hardware installation.

## **1.08 WARRANTY**

- A. Interior Doors: Provide manufacturer's warranty for the life of the installation.
- B. Provide warranty for the following term:
  - 1. Interior Doors: Warranty - Provide for replacing, including cost of rehanging and refinishing, at no cost to Owner, wood doors exhibiting defects in materials or workmanship including warp and delaminating for the life of installation.
- C. Include coverage for delamination of veneer, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Wood Veneer Faced Doors:
  - 1. Graham Wood Doors: [www.grahamdoors.com](http://www.grahamdoors.com).
  - 2. Eggers Industries: [www.eggersindustries.com](http://www.eggersindustries.com).
  - 3. VT Industries [www.VTindustries.com](http://www.VTindustries.com)
  - 4. Marshfield DoorSystems, Inc: [www.marshfielddoors.com](http://www.marshfielddoors.com).
  - 5. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.02 DOORS**

- A. All Doors: See drawings for locations and additional requirements.
  - 1. Quality Level: Custom Grade, Extra Heavy Duty performance, in accordance with WDMA I.S.1-A.
  - 2. Wood Veneer Faced Doors: 5-ply unless otherwise indicated.
- B. Interior Doors: 1-3/4 inches; thick unless otherwise indicated; flush construction.
  - 1. Fire Rated Doors: Tested to ratings indicated on drawings in accordance with International Building Code ("positive pressure"); UL or WH (ITS) labeled without any visible seals when door is open.
  - 2. Smoke and Draft Control Doors : In addition to required fire rating, provide door assemblies tested in accordance with UBC Standard 7-2, Part II; with "S" label; if necessary, provide additional gasketing or edge sealing.
  - 3. Wood veneer facing with factory transparent finish .

### **2.03 DOOR AND PANEL CORES**

- A. Non-Rated Solid Core and 20 Minute Rated Doors: Type structural composite lumber core (SCLC), plies and faces as indicated above.
- B. Fire Rated Doors: Mineral core, Type FD, plies and faces as indicated above; with core blocking as required to provide adequate anchorage of hardware without through-bolting.

### **2.04 DOOR FACINGS**

- A. Wood Veneer Facing for Transparent Finish: Red oak "A", veneer grade as specified by quality standard.
  - 1. Cut: Plain Sliced.
  - 2. Veneer match: Book match and balanced.
  - 3. Vertical Edges: Same species as face veneer.
- B. Facing Adhesive: Type II - water resistant.

## **2.05 ACCESSORIES**

- A. Glazing Stops: Wood, of same species as door facing, butted; or mitered corners; prepared for countersink style tamper proof screws.

## **2.06 DOOR CONSTRUCTION**

- A. Fabricate doors in accordance with door quality standard specified.
- B. Cores Constructed with stiles and rails:
  - 1. Provide solid blocks at lock edge for hardware reinforcement.
  - 2. Provide solid blocking for other through bolted hardware.
- C. Fit door edge trim to edge of stiles after applying veneer facing.
- D. Factory machine doors for hardware other than surface-mounted hardware, in accordance with hardware requirements and dimensions.
- E. Factory fit doors for frame opening dimensions identified on shop drawings, with edge clearances in accordance with specified quality standard.
- F. Provide edge clearances in accordance with the quality standard specified.

## **2.07 FACTORY FINISHING - WOOD VENEER DOORS**

- A. Factory finish doors in accordance with specified quality standard:
  - 1. Transparent Finish: Transparent catalyzed polyurethane, Custom quality, semi-gloss sheen.
- B. Factory finish doors in accordance with approved sample.
- C. Seal door top edge with color sealer to match door facing.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Do not install doors in frame openings that are not plumb or are out-of-tolerance for size or alignment.

### **3.02 INSTALLATION**

- A. Install doors in accordance with manufacturer's instructions and specified quality standard.
- B. Factory-Finished Doors: Do not field cut or trim; if fit or clearance is not correct, replace door.
- C. Use machine tools to cut or drill for hardware.
- D. Coordinate installation of doors with installation of frames and hardware.
- E. Coordinate installation of glazing.

### **3.03 TOLERANCES**

- A. Conform to specified quality standard for fit and clearance tolerances.
- B. Conform to specified quality standard for telegraphing, warp, and squareness.
- C. Maximum Diagonal Distortion (Warp): 1/8 inch measured with straight edge or taut string, corner to corner, over an imaginary 36 by 84 inches surface area.
- D. Maximum Vertical Distortion (Bow): 1/8 inch measured with straight edge or taut string, top to bottom, over an imaginary 36 by 84 inches surface area.
- E. Maximum Width Distortion (Cup): 1/8 inch measured with straight edge or taut string, edge to edge, over an imaginary 36 by 84 inches surface area.

**3.04 ADJUSTING**

- A. Adjust doors for smooth and balanced door movement.
- B. Adjust closers for full closure.

**3.05 SCHEDULE - SEE DRAWINGS**

**END OF SECTION**



SECTION 08 41 00  
ALUMINUM – FRAMED ENTRANCES & DOORS

Series D518 DuraStile™ Wide Stile Entrance Door and Frame

**PART 1 GENERAL**

**1.01 Work Included**

- A. Furnish and install aluminum entrance, entrance door frames complete with hardware, and related components as shown on the drawings and specified in this section.
- B. All doors shall be EFCO® Series D518 DuraStile Wide Stile Entrance Door and Frame. Other manufacturers requesting approval to bid their product as an equal must submit the following information fifteen days prior to close of bidding.
  - 1. A sample door (size and configuration) as per requirements of architect.
  - 2. Test reports documenting compliance with requirements of Section 1.05.
- C. Glass and Glazing
  - 1. Reference Section 08 80 00 for Glazing.
- D. Single Source Requirement
  - 1. All products listed in Section 1.02 shall be by the same manufacturer.

**1.02 Related Work**

- A. Section 08 44 13 – Glazed Aluminum Curtain Walls

**1.03 Items Furnished but Not Installed**

**1.04 Items Installed but Not Furnished**

- A. Structural support of the framing, wood framing, structural steel, and final cleaning.

**1.05 Laboratory Testing and Performance Requirements**

- A. Test Units
  - 1. Air test unit shall be minimum size of 36" (914 mm) x 84" (2134 mm).
- B. Test Procedures and Performances
  - 1. Entrance doors shall conform to all requirements for the door type referenced in 1.01.B. In addition, the following specific performance requirements shall be met.
  - 2. Air Infiltration Test
    - a. With door sash closed and locked, test unit in accordance with ASTM E 283 at a static air pressure difference of 1.57 psf (75 Pa).
    - b. Air infiltration shall not exceed .50 cfm/SF (2.54 l/s•m<sup>2</sup>) of unit, for single doors.
    - c. Air infiltration shall not exceed .10 cfm/SF (.50 l/s•m<sup>2</sup>) of unit, for a pair of doors.
- C. Project Wind Loads
  - 1. The system shall be designed to withstand the following loads normal to the plane of the wall:
    - a. Positive pressure of 30 psf
    - b. Negative pressure of 40 psf

**1.06 Quality Assurance**

- A. Provide test reports from AAMA accredited laboratories certifying the performance as specified in 1.05.
- B. Test reports shall be accompanied by the entrance door manufacturer's letter of certification stating that the tested door meets or exceeds the referenced performance standard for the appropriate door type.

## **1.07 References**

## **1.08 Submittals**

- A. Contractor shall submit shop drawings, finish samples, test reports, and warranties.
  - 1. Samples of materials as may be requested without cost to owner, i.e., metal, glass, fasteners, anchors, frame sections, corner section, etc.

## **1.09 Warranties**

- A. Total Entrance Door / Storefront Installation
  - 1. The responsible contractor shall assume full responsibility and warrant for one year the satisfactory performance of the total entrance door installation which includes that of the doors, hardware, glass (including insulated units), glazing, anchorage and setting system, sealing, flashing, etc., as it relates to air and structural adequacy as called for in the specifications and approved shop drawings.
  - 2. Any deficiencies due to such elements not meeting the specifications shall be corrected by the responsible contractor at his expense during the warranty period.
- B. Window Material and Workmanship
  - 1. Provide written guarantee against defects in material and workmanship for 2 years from the date of final shipment.
- C. Glass
  - 1. Provide written warranty for insulated glass units, that they will be free from obstruction of vision as a result of dust or film formation on the internal glass surfaces caused by failure of the hermetic seal due to defects in material and workmanship.
  - 2. Warranty period shall be for 10 (ten) years.
- D. Finish
  - 1. Warranty period shall be for 3 years from the date of final shipment.

## **PART 2 PRODUCTS**

### **2.01 Material**

- A. Aluminum
  - 1. Extruded aluminum shall be 6063-T6 alloy and temper.
- B. Hardware
  - 1. Hardware for entrance doors (check with entrance door manufacturer for compatibility with door) is specified under "Hardware Section" of the specifications and shall be sent to the door manufacturer for application. The finish hardware supplier shall be responsible for furnishing physical hardware and templates of all hardware to the entrance door manufacturer prior to fabrication, and for coordinating hardware delivery requirements with the hardware

manufacturer, the general contractor and the entrance door manufacturer to ensure the building project is not delayed.

C. Glass

1. Insulated glass shall be 1" thick
  - a. Exterior lite – 1/4" thick, tempered glass, with a surface coating of low E on the number 2
  - b. Air space of 1/2" inch (or argon filled).
  - c. Interior lite – 1/4" thick, tempered glass,

**2.02 Fabrication**

A. General

1. Major portions of the door sections shall have .188" (5 mm) wall thickness. Glazing stop sections shall have .050" (1.2 mm) wall thickness.

B. Entrance Doors

1. Door stiles shall be no less than 5" (127 mm) wide (not including glass stops).
2. Door stiles and rails shall have hairline joints at corners. Heavy concealed reinforcement brackets shall be secured with screws and shall be of deep penetration and fillet welded.
3. Weather stripping shall be wool pile and shall be installed in one stile of door pairs and in jamb stiles of center pivoted doors.

C. Door Frame

1. Depth of frame shall not be less than 4 1/2" (114 mm).
2. Face dimension shall not be less than 2" (50 mm).
3. Shear block construction shall be utilized throughout.
4. System design shall be such that raw edges will not be visible at joints.

D. Glazing

1. All units shall be dry glazed with extruded pressure fitting aluminum glazing stops, and EPDM gaskets.

F. Finish

1. Anodic
  - a. Finish all exposed areas of aluminum windows and components with electrolytically deposited color in accordance with Aluminum Association Designation AA-M10-C22- Color shall be dark bronze.

**PART 3 EXECUTION**

**3.01 Inspection**

A. Job Conditions

1. All openings shall be prepared by others to the proper size and shall be plumb, level, and in the proper location and alignment as shown on the architect's drawings.

**3.02 Installation**

- A. Use only skilled tradesmen with work done in accordance with approved shop drawings and specifications.

- B. Plumb and align entrance door faces in a single plane for each wall plane and erect doors and materials square and true. Adequately anchor to maintain positions permanently when subjected to normal thermal movement, specified building movement, and specified wind loads.
- C. Adjust doors for proper operation after installation.
- D. Furnish and apply sealants to provide a weather tight installation at all joints and intersections and at opening perimeters. Wipe off excess material and leave all exposed surfaces and joints clean and smooth.

**3.03 Anchorage**

- A. Adequately anchor to maintain positions permanently when subjected to normal thermal movement, specified building movement, and specified wind loads.

**3.04 Protection and Cleaning**

- A. After completion of entrance installation, entrance doors shall be inspected, adjusted, put into working order and left clean, free of labels, dirt, etc. Protection from this point shall be the responsibility of the general contractor.

**END OF SECTION**

**SECTION 08 41 13**  
**ALUMINUM – FRAMED STOREFRONT**

System 403I Thermal Flush-Glazed Screw Spline Storefront

**PART 1 GENERAL**

**1.01 Work Included**

- A. Furnish and install aluminum architectural storefront system complete with hardware and related components as shown on drawings and specified in this section.
- B. All storefront systems shall be EFCO® System 403I Thermal Flush-Glazed Screw Spline Storefront. Other manufacturers requesting approval to bid their product as an equal must submit the following information fifteen days prior to close of bidding.
  - 1. A sample storefront system (size and configuration) as per requirements of architect.
  - 2. Test reports documenting compliance with requirements of Section 1.05.
- C. Glass
  - 1. Reference Section 08 80 00 for Glazing.
- D. Single Source Requirement
  - 1. All products listed in Section 1.02 shall be by the same manufacturer.

**1.02 Related Work**

- A. Section 08 44 13 – Glazed Aluminum Curtain Walls

**1.03 Items Furnished but Not Installed**

**1.04 Items Installed but Not Furnished**

**1.05 Laboratory Testing and Performance Requirements**

- A. Test Units
  - 1. Air, water, and structural test unit size shall be a minimum of two lites high and three lites wide.
  - 2. Thermal test unit sizes shall be 80" (2032 mm) wide x 80" (2032 mm) high with one intermediate vertical mullion and two lites of glass.
- B. Test Procedures and Performance
  - 1. Air Infiltration Test
    - a. Test unit in accordance with ASTM E 283 at a static air pressure difference of 6.24 psf (299 Pa).
    - b. Air infiltration shall not exceed .06 cfm/SF (.30 l/s•m<sup>2</sup>) of unit.
  - 2. Water Resistance Test
    - a. Test unit in accordance with ASTM E 331.
    - b. There shall be no uncontrolled water leakage at a static test pressure of 12.0 psf (575 Pa).
  - 3. Uniform Load Deflection Test
    - a. Test in accordance with ASTM E 330.
    - b. Deflection under design load shall not exceed L/175 of the clear span.
  - 4. Uniform Load Structural Test
    - a. Test in accordance with ASTM E 330 at a pressure 1.5 times the design wind pressure in 1.05.B.3.b.

- b. At conclusion of the test, there shall be no glass breakage, permanent damage to fasteners, storefront parts, or any other damage that would cause the storefront to be defective.
- 5. Condensation Resistance Test (CRF)
  - a. Test unit in accordance with AAMA 1503.1.
- 6. Condensation Resistance (CR)
  - a. With ventilators closed and locked, test unit in accordance with NFRC 500-2010.
- 7. Thermal Transmittance Test (Conductive U-Factor)
  - a. With ventilators closed and locked, test unit in accordance with NFRC 100-2010.

Glass Comparison Chart				
Glass	C.O.G. <sup>2</sup> U-Factor	U-Factor <sup>1</sup>	Frame CRF <sup>3</sup>	CR <sup>1</sup>
1" IG	0.47	0.58 BTU/hr•ft <sup>2</sup> •°F (3.29 W/m <sup>2</sup> •K)	59	*
1" IG	0.29	0.44 BTU/hr•ft <sup>2</sup> •°F (2.50 W/m <sup>2</sup> •K)	59	*
1" IG	0.24	0.40 BTU/hr•ft <sup>2</sup> •°F (2.27 W/m <sup>2</sup> •K)	59	*

C. Project Wind Loads

- 1. The system shall be designed to withstand the following loads normal to the plane of the wall:
  - a. Positive pressure of 30 psf at non-corner zones.
  - b. Negative pressure of 40 psf at non-corner zones.
  - c. Negative pressure of 40 psf at corner zones.

**1.06 Field Testing and Performance Requirements**

- A. Test in accordance with AAMA 501.2 for spray test only or AAMA 503.92 for pressurized test.

**1.07 Quality Assurance**

- A. Provide test reports from AAMA accredited laboratories certifying the performance as specified in 1.05.
- B. Test reports shall be accompanied by the storefront manufacturer's letter of certification stating that the tested storefront meets or exceeds the referenced criteria for the appropriate storefront type.

**1.08 References**

**1.09 Submittals**

- A. Contractor shall submit shop drawings; finish samples, test reports, and warranties.
  - 1. Samples of materials as may be requested without cost to owner, i.e., metal, glass, fasteners, anchors, frame sections, mullion section, corner section, etc.
- B. An NFRC Component Modeling Approach (CMA) generated label certificate shall be provided by the manufacturer. The label certificate shall be project specific and will contain the thermal performance ratings of the manufacturer's framing combined with the specified glass, and the glass spacer used in the fabrication of the glass, at NFRC standard test size as defined in table 4-3 in NFRC 100-2010.

## **1.10 Warranties**

- A. Total Storefront Installation
  - 1. The responsible contractor shall assume full responsibility and warrant for one year the satisfactory performance of the total storefront installation. This includes the glass (including insulated units), glazing, anchorage and setting system, sealing, flashing, etc., as it relates to air, water, and structural adequacy as called for in the specifications and approved shop drawings.
  - 2. Any deficiencies due to such elements not meeting the specifications shall be corrected by the responsible contractor at their expense during the warranty period.
  - 3. It is the responsibility of the installer to be sure the thermal strut at the subsill is cap sealed at all horizontal members that would be exposed to water infiltration.
- B. Window Material and Workmanship
  - 1. Provide written guarantee against defects in material and workmanship for 3 years from the date of final shipment.
- C. Glass
  - 1. Provide written warranty for insulated glass units that they will be free from obstruction of vision as a result of dust or film formation on the internal glass surfaces caused by failure of the hermetic seal due to defects in material and workmanship.
  - 2. Warranty period shall be for 10 (ten) years.
- D. Finish
  - 1. Warranty period shall be for 3 years from the date of final shipment.

## **PART 2 PRODUCTS**

### **2.01 Materials**

- A. Aluminum
  - 1. Extruded aluminum shall be 6063-T6 alloy and temper.
- B. Include the EFCO WV 410 hopper style vents where shown on drawings.
- C. Glass
  - See Glazing Section
- D. Thermal Barrier
  - 1. All exterior aluminum shall be separated from interior aluminum by a rigid, structural thermal barrier. For purposes of this specification, a structural thermal barrier is defined as a system that shall transfer shear during bending and, therefore, promote composite action between the exterior and interior extrusions.
  - 2. The thermal barrier shall be thermal struts, consisting of glass reinforced polyamide nylon, mechanically crimped in raceways extruded in the exterior and interior extrusions.
  - 3. Poured and debridged urethane thermal barriers shall not be permitted.

### **2.02 Fabrication**

- A. General
  - 1. All aluminum frame extrusions shall have a minimum wall thickness of .125" (3 mm).
  - 2. All exposed work shall be carefully matched to produce continuity of line and design with all joints. System design shall be such that raw edges will not be visible at joints.

- B. Frame
  - 1. Depth of frame shall not be less than 4 1/2" (114 mm).
  - 2. Face dimension shall not be less than 2 1/4" (57 mm).
  - 3. Frame components shall be screw spline construction.
- C. Glazing
  - 1. All units shall be "dry glazed" with gaskets on both exterior and interior of the glass.
- D. Finish
  - 1. Anodic
    - a. Finish all exposed areas of aluminum windows and components with electrolytically deposited color in accordance with Aluminum Association Designation  
Color shall be dark bronze

### **PART 3 EXECUTION**

#### **3.01 Inspection**

- A. Job Conditions
  - 1. All openings shall be prepared by others to the proper size and shall be plumb, level and in the proper location and alignment as shown on the architect's drawings.

#### **3.02 Installation**

- A. Use only skilled tradesmen with work done in accordance with approved shop drawings and specifications.
- B. Storefront system shall be erected plumb and true, in proper alignment and relation to established lines and grades.
- C. Entrance doors shall be securely anchored in place to a straight, plumb and level condition, without distortion. Weather stripping contact and hardware movement shall be checked and final adjustments made for proper operation and performance of units.
- D. Furnish and apply sealing materials to provide a weather tight installation at all joints and intersections and at opening perimeters.
- E. Sealing materials specified shall be used in strict accordance with the manufacturer's printed instructions, and shall be applied only by mechanics specially trained or experienced in their use. All surfaces must be clean and free of foreign matter before applying sealing materials. Sealing compounds shall be tooled to fill the joint and provide a smooth finished surface.

#### **3.03 Anchorage**

- A. Adequately anchor to maintain positions permanently when subjected to normal thermal movement, specified building movement, and specified wind loads.

#### **3.04 Protection and Cleaning**

- A. The general contractor shall protect the aluminum materials and finish against damage from construction activities and harmful substances. The general contractor shall remove any protective coatings as directed by the architect, and shall clean the aluminum surfaces as recommended for the type of finish applied.

**END OF SECTION**



**SECTION 08 41 13 10**  
**ALUMINUM – FRAMED STOREFRONTS INTERIOR**

**System 402 Flush-Glazed Screw Spline Storefront**

**PART 1 GENERAL**

**1.01 Work Included**

- A. Furnish and install aluminum architectural storefront system complete with hardware and related components as shown on drawings and specified in this section.
- B. All storefront systems shall be EFCO® System 402 Flush-Glazed Screw Spline Storefront. Other manufacturers requesting approval to bid their product as an equal must submit the following information fifteen days prior to close of bidding.
  - 1. A sample storefront system (size and configuration) as per requirements of architect.
  - 2. Test reports documenting compliance with requirements of Section 1.05.
- C. Glass
  - 1. Reference Section 08 80 00 for Glazing.
- D. Single Source Requirement
  - 1. All products listed in Section 1.02 shall be by the same manufacturer.

**1.02 Related Work**

- A. Section 08 44 13 – Glazed Aluminum Curtain Walls

**1.05 Laboratory Testing and Performance Requirements**

- A. Test Units
  - 1. Air, water, and structural test unit size shall be a minimum of two lites high and three lites wide.
- B. Test Procedures and Performance
  - 1. Air Infiltration Test
    - a. Test unit in accordance with ASTM E 283 at a static air pressure difference of 6.24 psf (299 Pa).
    - b. Air infiltration shall not exceed .06 cfm/SF (.30 l/s•m<sup>2</sup>) of unit.
  - 2. Water Resistance Test
    - a. Test unit in accordance with ASTM E 331.
    - b. There shall be no uncontrolled water leakage at a static test pressure of 12.0 psf (575 Pa).
  - 3. Uniform Load Deflection Test
    - a. Test in accordance with ASTM E 330.
    - b. Deflection under design load shall not exceed L/175 of the clear span.
  - 4. Uniform Load Structural Test
    - a. Test in accordance with ASTM E 330 at a pressure 1.5 times the design wind pressure in 1.05.B.3.b.
    - b. At conclusion of the test, there shall be no glass breakage, permanent damage to fasteners, storefront parts, or any other damage that would cause the storefront to be defective.
- C. Project Wind Loads
  - 1. The system shall be designed to withstand the following loads normal to the plane of the wall:

- a. Positive pressure of 30 psf at non-corner zones.
- b. Negative pressure of 40 psf at non-corner zones.
- c. Negative pressure of 40 psf at corner zones.

#### **1.06 Field Testing and Performance Requirements**

- A. Test in accordance with AAMA 501.2 for spray test only or AAMA 503.92 for pressurized test.

#### **1.07 Quality Assurance**

- A. Provide test reports from AAMA accredited laboratories certifying the performance as specified in 1.05.
- B. Test reports shall be accompanied by the storefront manufacturer's letter of certification stating that the tested storefront meets or exceeds the referenced criteria for the appropriate storefront type.

#### **1.08 References**

#### **1.09 Submittals**

- A. Contractor shall submit shop drawings; finish samples, test reports, and warranties.
  - 1. Samples of materials as may be requested without cost to owner, i.e., metal, glass, fasteners, anchors, frame sections, mullion section, corner section, etc.
- B. An NFRC Component Modeling Approach (CMA) generated label certificate shall be provided by the manufacturer. The label certificate shall be project specific and will contain the thermal performance ratings of the manufacturer's framing combined with the specified glass, and the glass spacer used in the fabrication of the glass, at NFRC standard test size as defined in table 4-3 in NFRC 100-2010.

#### **1.10 Warranties**

- A. Total Storefront Installation
  - 1. The responsible contractor shall assume full responsibility and warrant for one year the satisfactory performance of the total storefront installation. This includes the glass (including insulated units), glazing, anchorage and setting system, sealing, flashing, etc., as it relates to air, water, and structural adequacy as called for in the specifications and approved shop drawings.
  - 2. Any deficiencies due to such elements not meeting the specifications shall be corrected by the responsible contractor at their expense during the warranty period.
- B. Window Material and Workmanship
  - 1. Provide written guarantee against defects in material and workmanship for 10 years from the date of final shipment.
- C. Glass
  - 1. Provide written warranty for insulated glass units that they will be free from obstruction of vision as a result of dust or film formation on the internal glass surfaces caused by failure of the hermetic seal due to defects in material and workmanship.
  - 2. Warranty period shall be for 10 (ten) years.
- D. Finish
  - 1. Warranty period shall be for 5 years from the date of final shipment.

## **PART 2 PRODUCTS**

### **2.01 Materials**

- A. Aluminum
  - 1. Extruded aluminum shall be 6063-T6 alloy and temper.

### **2.02 Fabrication**

- A. General
  - 1. All aluminum frame extrusions shall have a minimum wall thickness of .080" (2 mm).
  - 2. All exposed work shall be carefully matched to produce continuity of line and design with all joints. System design shall be such that raw edges will not be visible at joints.
- B. Frame
  - 1. Depth of frame shall not be less than 4 1/2" (114 mm).
  - 2. Face dimension shall not be less than 2" (50 mm).
  - 3. Frame components shall be screw spline construction.
- C. Glazing
  - 1. All units shall be "dry glazed" with gaskets on both exterior and interior of the glass.
- D. Finish
  - 1. Anodic
    - a. Finish all exposed areas of aluminum windows and components with electrolytically deposited color in accordance with Aluminum Association Designation Color shall be Dark Bronze.

## **PART 3 EXECUTION**

### **3.01 Inspection**

- A. Job Conditions
  - 1. Verify that openings are dimensionally within allowable tolerances, plumb, level, clean, provide a solid anchoring surface, and are in accordance with approved shop drawings.
  - 2. Provide for manufacturer representation to conduct pre-installation site meeting.

### **3.02 Installation**

- A. Use only skilled tradesmen with work done in accordance with approved shop drawings and specifications.
- B. Storefront system shall be erected plumb and true, in proper alignment and relation to established lines and grades.
- C. Entrance doors shall be securely anchored in place to a straight, plumb, and level condition, without distortion. Weather stripping contact and hardware movement shall be checked and final adjustments made for proper operation and performance of units.
- D. Furnish and apply sealing materials to provide a weather tight installation at all joints and intersections and at opening perimeters.
- E. Sealing materials specified shall be used in strict accordance with the manufacturer's printed instructions, and shall be applied only by mechanics specially trained or experienced in their use.

All surfaces must be clean and free of foreign matter before applying sealing materials. Sealing compounds shall be tooled to fill the joint and provide a smooth finished surface.

**3.03 Anchorage**

- A. Adequately anchor to maintain positions permanently when subjected to normal thermal movement, specified building movement, and specified wind loads.

**3.04 Protection and Cleaning**

- A. The general contractor shall protect the aluminum materials and finish against damage from construction activities and harmful substances. The general contractor shall remove any protective coatings as directed by the architect, and shall clean the aluminum surfaces as recommended for the type of finish applied.

**END OF SECTION**

**SECTION 08 44 13**  
**GLAZED ALUMINUM CURTAIN WALL**

Series 5600 Outside Glazed Aluminum Curtain Wall System

**PART 1 GENERAL**

**1.01 Work Included**

- A. Furnish and install architectural aluminum curtain wall complete with related components as shown on drawings and specified in this section.
- B. Curtain Wall System shall be EFCO® Series 5600 Outside Glazed. Other manufacturers requesting approval to bid their product as an equal must submit the following information fifteen days prior to close of bidding.
  - 1. A proposal drawing showing full size details of all curtain wall components including all anchors and building attachments.
  - 2. Test reports documenting compliance with requirements of Section 1.05.
- C. Glass
  - 1. Reference Section 08 80 00 for Glazing.
- D. Single Source Requirement
  - 1. All products listed in Section 1.02 shall be by the same manufacturer.

**1.02 Related Work**

- A. Section 08 41 13 – Aluminum – Framed Entrances and Storefronts

**1.03 Items Furnished but Not Installed**

**1.04 Items Installed but Not Furnished**

**1.05 Laboratory Testing and Performance Requirements**

- A. Test Units
  - 1. Air, water, and structural test unit size shall be a minimum of two stories high and three lites wide.
  - 2. Thermal test unit sizes shall be 80" (2032 mm) wide x 80" (2032 mm) high with one intermediate vertical mullion and two lites of glass.
- B. Test Procedures and Performance
  - 1. Air Infiltration Test
    - a. Test unit in accordance with ASTM E 283 at a static air pressure difference of 6.24 psf (300 Pa).
    - b. Air infiltration shall not exceed .06 cfm/SF (.31 l/s•m<sup>2</sup>) of unit.
  - 2. Water Resistance Test
    - a. Test unit in accordance with ASTM E 331.
    - b. The test for static water penetration (ASTM E 331) shall be conducted at an air pressure difference of 15.0 psf (720 Pa). There shall be no water leakage as defined by AAMA 501.1, paragraph 5.5.
  - 3. Uniform Load Deflection Test
    - a. Test in accordance with ASTM E 330.
    - b. Deflection under design load shall not exceed L/175 for spans less than 162" (4114 mm).
    - c. Deflection under design load shall not exceed L/240 + 1/4" (6 mm) for spans greater than 162" (4114 mm).

4. Uniform Load Structural Test
  - a. Test in accordance with ASTM E 330 at a pressure 1.5 times the design wind pressure in 1.05.B.3.b.
  - b. At conclusion of the test there shall be no glass breakage, permanent damage to fasteners, curtain wall parts, or any other damage that would cause the curtain wall to be defective.
5. Condensation Resistance Test (CRF)
  - a. Test unit in accordance with AAMA 1503.1.
6. Condensation Resistance (CR)
  - a. With ventilators closed and locked, test unit in accordance with NFRC 500-2010.
7. Thermal Transmittance Test (Conductive U-Factor)
  - a. With ventilators closed and locked, test unit in accordance with NFRC 100-2010.

Glass Comparison Chart				
Glass	C.O.G. <sup>2</sup> U-Factor	U-Factor <sup>1</sup>	Frame CRF <sup>3</sup>	CR <sup>1</sup>
1" IG	0.47	0.58 BTU/hr•ft <sup>2</sup> •°F (3.29 W/m <sup>2</sup> •K)	68	*
1" IG	0.29	0.42 BTU/hr•ft <sup>2</sup> •°F (2.38 W/m <sup>2</sup> •K)	68	*
1" IG	0.24	0.38 BTU/hr•ft <sup>2</sup> •°F (2.16 W/m <sup>2</sup> •K)	68	*

8. Seismic Performance
    - a. Test unit in accordance to AAMA 501.4 system to meet design displacement of 0.010 x the greater adjacent story height and ultimate displacement of 1.5 x the design displacement.
  9. Sound Transmission Loss
    - a. Test unit in accordance with ASTM E 90-02.
    - b. Sound Transmission Class (STC) shall not be less than 29.
- C. Project Wind Loads
1. The system shall be designed to withstand the following loads normal to the plane of the wall:
    - a. Positive pressure of 30 psf at non-corner zones.
    - b. Negative pressure of 40 psf at non-corner zones.
    - c. Negative pressure of 40 psf at corner zones.

## 1.06 Field Testing and Performance Requirements

- A. Test Units
  1. Air, water, and structural test unit size shall be a representative sample of typical construction and shall have no outstanding punch list or other visible defects. If no test area and/or location have been identified, the persons doing the test shall select an area. This area shall be selected to provide representative performance data, usually a minimum of 100 ft<sup>2</sup>. The area to be tested shall include perimeter caulking, typical splices, frame intersections, and, if applicable, at least 2 entire vision lites and 2 entire spandrel lites containing an intermediate horizontal member. All operable components within the test area shall be isolated and exempt from the test procedure.
- B. Test Procedures and Performance
  1. Air Infiltration Test

- a. Test unit in accordance with AAMA 503-03 for field testing. The unit test shall be conducted at a minimum uniform static test pressure differential of at least 1.57 psf (75 Pa), but at a pressure differential not to exceed 6.24 psf (300 Pa).
  - b. The maximum allowable rates of air leakage for field testing shall not exceed 1.5 times the project specification rate or .09 cfmSF (.45 l/s•m<sup>2</sup>), whichever is greater.
2. Water Resistance Test
  - a. Test unit in accordance with AAMA 503-03.
  - b. The field water penetration resistance tests shall be conducted at a static test pressure of two-thirds of the specified project water penetration test pressure, but not less than 6.24 psf (300 Pa).

#### **1.07 Quality Assurance**

- A. Provide test reports from AAMA accredited laboratories certifying the performance as specified in 1.05.
- B. Test reports shall be accompanied by the curtain wall manufacturer's letter of certification stating that the tested curtain wall meets or exceeds the referenced criteria for the appropriate curtain wall type.

#### **1.08 References**

#### **1.09 Submittals**

- A. Contractor shall submit shop drawings; finish samples, test reports, and warranties.
  1. Samples of materials as may be requested without cost to owner, i.e., metal, glass, fasteners, anchors, frame sections, mullion section, corner section, etc.

#### **1.10 Warranties**

- A. Total Curtain Wall Installation
  1. The responsible contractor shall assume full responsibility and warrant for one year the satisfactory performance of the total curtain wall installation. This includes the glass (including insulated units), glazing, anchorage and setting system, sealing, flashing, etc. as it relates to air, water, and structural adequacy and the specifications and approved shop drawings.
  2. Any deficiencies due to such elements not meeting the specifications shall be corrected by the responsible contractor at their expense during the warranty period.
- B. Window Material and Workmanship
  1. Provide written guarantee against defects in material and workmanship for 3 years from the date of final shipment.
- C. Glass
  1. Provide written warranty for insulated glass units, that they will be free from obstruction of vision as a result of dust or film formation on the internal glass surfaces caused by failure of the hermetic seal due to defects in material and workmanship.
  2. Warranty period shall be for 10 (ten) years.
- D. Finish
  1. Warranty period shall be for 3 years from the date of final shipment.

## **PART 2 PRODUCTS**

### **2.01 Materials**

- A. Aluminum
  - 1. Extruded aluminum shall be 6063-T6 alloy and temper.
- B. Include the EFCO WV 410 hopper style and casement style vents.
- C. Glass
  - See glazing section
- D. Anchors
  - 1. Perimeter and floor line anchors shall be aluminum or steel. All steel anchors shall be properly insulated from the aluminum.
- E. Thermal Barrier
  - 1. The thermal barrier shall be extruded PVC used as an applied thermal isolator.

### **2.02 Fabrication**

- A. General
  - 1. All aluminum vertical and horizontal extrusions shall have a minimum wall thickness of .093" (2.3 mm) to .125" (3 mm).
- B. Frame
  - 1. Frame components shall be mechanically fastened by means of extruded aluminum shear blocks attached to vertical mullions.
  - 2. Curtain wall system is able to accommodate separate interior and exterior finishes and colors.
- C. Glazing
  - 1. Outside glazed curtain wall system shall be dry glazed with an exterior aluminum pressure plate and snap cover with interior and exterior dense EPDM preset gaskets.
- D. Finish
  - 1. Anodic
    - a. Finish all exposed areas of aluminum windows and components with electrolytically deposited color in accordance with Aluminum Association Designation  
Color shall be dark bronze.

## **PART 3 EXECUTION**

### **3.01 Inspection**

- A. Job Conditions
  - 1. All openings shall be prepared by others to the proper size and shall be plumb, level, and in the proper location and alignment as shown on the architect's drawings.

### **3.02 Installation**

- A. Use only skilled tradesmen with work done in accordance with approved shop drawings and established specifications, and erect all curtain wall components to all building bench marks and column center lines.



- B. Plumb and align curtain wall faces in a single plane for each wall plane, and erect curtain wall materials square and true. Adequately anchor to maintain positions permanently when subjected to normal thermal movement, building movement, and specified wind loads.
- C. Adjust windows in curtain wall for proper operation after installation.
- D. Furnish and apply sealants to provide a weather tight installation at all joints and intersections and at opening perimeters. Wipe off excess material, leave all exposed surfaces and joints clean and smooth.

**3.03 Anchorage**

- A. Adequately anchor to maintain positions permanently when subjected to normal thermal movement, specified building movement, and specified wind loads.

**3.04 Protection and Cleaning**

- A. The general contractor shall protect the aluminum materials and finish against damage from construction activities and harmful substances. The general contractor shall remove any protective coatings as directed by the architect, and shall clean the aluminum surfaces as recommended for the type of finish applied.

**END OF SECTION**

**SECTION 08 71 00**

**DOOR HARDWARE**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Commercial door hardware
- B. Related Sections include the following:
  - 1. Division 8 Section 08 11 13 "Hollow Metal Doors and Frames"
  - 2. Division 8 Section 08 14 16 "Flush Wood Doors"
  - 3. Division 8 Section 08 41 00 "Aluminum Framed Entrance and Doors"

**1.3 SUBMITTALS**

- A. Product Data: Include installation details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Details of electrified door hardware, indicating the following:
  - 1. Wiring Diagrams: Detail wiring for power, signal, and control systems and differentiate between manufacturer-installed and field-installed wiring. Include the following:
    - a. System schematic.
    - b. Point-to-point wiring diagram.
    - c. Riser diagram.
    - d. Elevation of each door.
  - 2. Detail interface between electrified door hardware and access fire alarm, control, and security building control system.
- C. Samples for Initial Selection: Manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available for each type of door hardware indicated.
  - 1. Samples will be returned to Contractor. Units that are acceptable and remain undamaged through submittal, review, and field comparison process may, after final check of operation, be incorporated into the Work, within limitations of keying requirements.
- D. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware

Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.

1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
  2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening.
    - a. Organize door hardware sets in same order as in the Door Hardware Schedule at the end of Part 3.
  3. Content: Include the following information:
    - a. Type, style, function, size, label, hand, and finish of each door hardware item.
    - b. Manufacturer of each item.
    - c. Fastenings and other pertinent information.
    - d. Location of each door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
    - e. Explanation of abbreviations, symbols, and codes contained in schedule.
    - f. Mounting locations for door hardware.
    - g. Door and frame sizes and materials.
    - h. Description of each electrified door hardware function, including location, sequence of operation, and interface with other building control systems.
      - 1) Sequence of Operation: Include description of component functions that occur in the following situations: authorized person wants to enter; authorized person wants to exit; unauthorized person wants to enter; unauthorized person wants to exit.
  4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
  5. Submittal Sequence: Submit initial draft of final schedule along with essential Product Data to facilitate the fabrication of other work that is critical in the Project construction schedule. Submit the final Door Hardware Schedule after Samples, Product Data, coordination with Shop Drawings of other work, delivery schedules, and similar information has been completed and accepted.
- E. Keying Schedule: Prepared by or under the supervision of supplier, detailing Owner's final keying instructions for locks. Include schematic keying diagram and index each key set to unique door designations.
- F. Product Certificates: Signed by manufacturers of electrified door hardware certifying that products furnished comply with requirements.
1. Certify that door hardware approved for use on types and sizes of labeled fire doors complies with listed fire door assemblies.
- G. Qualification Data: For firms and persons specified in "Quality Assurance" Article.
1. Include lists of completed projects with project names and addresses of architects and owners, and other information specified.

- H. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, indicating current products comply with requirements.
- I. Maintenance Data: For each type of door hardware to include in maintenance manuals specified in Division 1.
- J. Warranties: Special warranties specified in this Section.

#### **1.4 QUALITY ASSURANCE**

- A. Installer Qualifications: An experienced installer who has completed door hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Supplier Qualifications: Door hardware supplier with warehousing facilities in Project's vicinity and who is or employs a qualified Architectural Hardware Consultant, available during the course of the Work to consult with Contractor, Architect, and Owner about door hardware and keying.
  - 1. Electrified Door Hardware Supplier Qualifications: An experienced door hardware supplier who has completed projects with electrified door hardware similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance, and who is acceptable to manufacturer of primary materials.
    - a. Engineering Responsibility: Prepare data for electrified door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
  - 2. Scheduling Responsibility: Preparation of door hardware and keying schedules.
- C. Architectural Hardware Consultant Qualifications: A person who is currently certified by the Door and Hardware Institute as an Architectural Hardware Consultant and who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project.
  - 1. Electrified Door Hardware Qualifications: Experienced in providing consulting services for electrified door hardware installations.
- D. Source Limitations: Obtain each type and variety of door hardware from a single manufacturer, unless otherwise indicated.
  - 1. Provide electrified door hardware from same manufacturer as mechanical door hardware, unless otherwise indicated. Manufacturers that are listed to perform electrical modifications, by a testing and inspecting agency acceptable to authorities having jurisdiction, are acceptable.
- E. Regulatory Requirements: Comply with provisions of the following:
  - 1. Where indicated to comply with accessibility requirements, comply with Americans with Disabilities Act (ADA), "Accessibility Guidelines for Buildings and Facilities (ADAAG)," ANSI A117.1, FED-STD-795, "Uniform Federal Accessibility Standards," as follows:
    - a. Handles, Pulls, Latches, Locks, and other Operating Devices: Shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist.

- b. Door Closers: Comply with the following maximum opening-force requirements indicated:
    - 1) Interior Hinged Doors: 5 lbf (22.2 N) applied perpendicular to door.
    - 2) Sliding or Folding Doors: 5 lbf (22.2 N) applied parallel to door at latch.
    - 3) Fire Doors: Minimum opening force allowable by authorities having jurisdiction.
  - c. Thresholds: Not more than 1/2 inch (13 mm) high, Not more than 3/4 inch (19 mm) high for exterior sliding doors. Bevel raised thresholds with a slope of not more than 1:2.
2. NFPA 101: Comply with the following for means of egress doors:
- a. Latches, Locks, and Exit Devices: Not more than 15 lbf (67 N) to release the latch. Locks shall not require the use of a key, tool, or special knowledge for operation.
  - b. Delayed-Egress Locks: Lock releases within 15 seconds after applying a force not more than 15 lbf (67 N) for not more than 3 seconds.
  - c. Door Closers: Not more than 30 lbf (133 N) to set door in motion and not more than 15 lbf (67 N) to open door to minimum required width.
  - d. Thresholds: Not more than 1/2 inch (13 mm) high.
3. Electrified Door Hardware: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.
- F. Fire-Rated Door Assemblies: Provide door hardware for assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to NFPA 252.
1. Test Pressure: Test at atmospheric pressure.
- G. Keying Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings." Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including, but not limited to, the following:
- 1. Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
  - 2. Preliminary key system schematic diagram.
  - 3. Requirements for key control system.
  - 4. Address for delivery of keys.
- H. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."
- I. All Electric Door Hardware shall be furnished and installed by the General Contractor. All Electric Door Hardware shall be wired by the Electrical Contractor. Both the Electrical & General Contractor shall meet and coordinate all work before proceeding.
- J. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings." Review methods and procedures related to electrified door hardware including, but not limited to, the following:
- 1. Inspect and discuss electrical roughing-in and other preparatory work performed by other trades.
  - 2. Review sequence of operation for each type of electrified door hardware.
  - 3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

4. Review required testing, inspecting, and certifying procedures.

## **1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.
- B. Tag each item with Door Number related to the final Approved Door Hardware Schedule, and include basic installation instructions with each item or package.
- C. Deliver keys to manufacturer of key control system, or Owner as Directed.
- D. Deliver keys to Owner by registered mail or overnight package service.

## **1.6 COORDINATION**

- A. Coordinate layout and installation of recessed pivots and closers with floor construction. Cast anchoring inserts into concrete. Concrete, reinforcement, and formwork requirements are specified in Division 3 Section "Cast-in-Place Concrete."
- B. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing door hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.
- C. Electrical System Roughing-in: Coordinate layout and installation of electrified door hardware with connections to power supplies, fire alarm system and detection devices, access control system, security system, and building control system.

## **1.7 WARRANTY**

- A. General Warranty: Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Special Warranty: Written warranty, executed by manufacturer agreeing to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period. Failures include, but are not limited to, the following:
  1. Structural failures including excessive deflection, cracking, or breakage.
  2. Faulty operation of operators and door hardware.
  3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
- C. Warranty Period for Locksets: Three, (3) years from date of Substantial Completion, unless otherwise indicated.
- D. Warranty Period for Manual Closers: Ten, (10) years from date of Substantial Completion, unless otherwise indicated.
- E. Warranty Period for Exit Devices: Three, (3) years from date of Substantial Completion, unless otherwise indicated.

## **1.8 MAINTENANCE SERVICE**

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.
- B. Maintenance Service: Beginning at Substantial Completion, provide six months' full maintenance by skilled employees of door hardware Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door hardware operation. Provide parts and supplies as used in the manufacture and installation of original products.
- C. Engage a factory authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain door hardware and door hardware finishes.

## **PART 2 - PRODUCTS**

### **2.1 SCHEDULED DOOR HARDWARE**

- A. General: Provide door hardware for each door to comply with requirements in this Section, door hardware sets indicated in door and frame schedule, and the Door Hardware Schedule at the end of Part 3.
  - 1. Door Hardware Sets: Provide quantity, item, size, finish or color indicated, and named manufacturer's products. Retain subparagraph below for electrified door hardware.
  - 2. Sequence of Operation: Provide electrified door hardware function, sequence of operation, and interface with other building control systems indicated.
- B. Designations: Requirements for design, grade, function, finish, size, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Schedule at the end of Part 3. Products are identified by using door hardware designations, as follows:
  - 1. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing minimum requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.
  - 2. References to BHMA Standards: Provide products complying with these standards and requirements for description, quality, and function.

### **2.2 HINGES**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Butt Hinges:
    - a. Stanley Commercial Hardware
  - 2. Continuous Hinges:
    - a. Architectural Builders Hardware Mfg., Inc.
    - b. Stanley Commercial Hardware
- B. Standards: Comply with the following:
  - 1. Hinges ANSI/BHMA Standard A156.1 Grade 1

2. Continuous Hinges ANSI/BHMA Standard A156.26 Grade 1

- C. Template Requirements: Except for hinges and pivots to be installed entirely (both leaves) into wood doors and frames, provide only template-produced units.
- D. Concealed bearings are made from engineered polymer material with PTFE and Aramid fiber; bearing is maintenance free, no oil, no grease.
- E. Butt hinges equipped with easily seated, non-rising pin. Hole in bottom of pin enables quick pin removal for ease of installation.
- F. Continuous hinge material to be 14 gauge, 304 stainless steel
- G. Continuous hinge steel pin to be .25 diameter, 304 stainless steel
- H. Continuous hinge exterior barrel diameter .438 (7/16)
- I. Continuous hinge knuckle to be 2", including split nylon bearing at each separation for a quiet, smooth, self-lubricating operation
- J. All hinges to carry Warnock Hersey Int. or UL for fire rated doors and frames up to 3 hours
- K. Continuous hinges to have Symmetrically templated hole pattern
- L. Continuous hinge to have a 10 year Warranty
- M. Hinge Weight: Unless otherwise indicated, provide the following:
  - 1. Supports weights up to 600lbs.
- N. Hinge Base Metal: Unless otherwise indicated, provide the following:
  - 1. Exterior Continuous Hinges: Stainless steel, with stainless-steel pin,
  - 2. Interior Continuous Hinges: Stainless steel, with stainless-steel pin.
  - 3. Continuous Hinges for Fire-Rated Assemblies: Stainless steel, with stainless-steel pin.
  - 4. Exterior Butt Hinges: Stainless Steel or Brass or Bronze
  - 5. Interior Butt Hinges: Steel or Brass or Bronze
- O. Hinge Options: Comply with the following where indicated in the Door Hardware Schedule or on Drawings:
  - 1. Hospital Tips: Slope ends of hinge barrel.
  - 2. Maximum Security Pin: Fix pin in hinge barrel after it is inserted.
  - 3. Nonremovable Pins: Provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the following applications:
    - a. Outswinging exterior doors.
    - b. Outswinging corridor doors with locks.
- P. Fasteners: Comply with the following:
  - 1. Machine Screws: For metal doors and frames. Install into drilled and tapped holes.
  - 2. Wood Screws: For wood doors and frames.
  - 3. Threaded-to-the-Head Wood Screws: For fire-rated wood doors.
  - 4. Screws: Phillips flat-head screws; machine screws drilled and tapped holes for metal doors, wood screws for wood doors and frames. Finish screw heads to match surface of hinges.



## 2.3 LOCKS AND LATCHES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Mechanical Locks and Latches:
    - a. Schlage Lock Corporation, Red Clay School District Standard
- B. Standards: Comply with the following:
  - 1. Bored Locks and Latches: BHMA A156.2.
- C. Bored Locks: ANSI A156.2, BHMA Series 4000, Grade 1, and is UL Listed.
- D. Certified Products: Provide door hardware listed in the following BHMA directories:
  - 1. Mechanical Locks and Latches: BHMA's "Directory of Certified Locks & Latches."
- E. Lock Trim: Comply with the following:
  - 1. Lever: Cylindrical Locks & Latches, Zinc material with a minimum wall thickness of .060
  - 2. Dummy Trim: Match lever lock trim and escutcheons.
- F. Lock Functions: Function numbers and descriptions indicated in the Door Hardware Schedule comply with the following:
  - 1. Bored Locks: BHMA A156.2.
- G. Lock Throw: Comply with testing requirements for length of bolts to comply with labeled fire door requirements, and as follows:
  - 1. Bored Locks: Minimum 9/16-inch latch bolt throw.
  - 2. Deadbolts: Minimum 1-inch bolt throw.
- H. Backset: 2-3/4 inches (70 mm), unless otherwise indicated.
- I. Cylindrical Locks & Latches to have solid shank with no opening for access to keyed lever keeper.

## 2.4 DOOR BOLTS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Flush Bolts:
    - a. Burns Manufacturing Company, Inc.
    - b. Triangle Brass Manufacturing Company, Inc.
- B. Standards: Comply with the following:
  - 1. Automatic and Self-Latching Flush Bolts: BHMA A156.3.
  - 2. Manual Flush Bolts: BHMA A156.16.
- C. Flush Bolts: BHMA Grade 1, designed for mortising into door edge.

- D. Bolt Throw: Comply with testing requirements for length of bolts to comply with labeled fire door requirements, and as follows:

1. Mortise Flush Bolts: Minimum 3/4-inch (19-mm) throw.

## 2.5 EXIT DEVICES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Von Duprin, Inc., Red Clay School District Standard
- B. Standard: BHMA A156.3.
1. BHMA Grade: Grade 1
- C. Certified Products: Provide exit devices listed in BHMA's "Directory of Certified Exit Devices."
- D. Panic Exit Devices: Listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for panic protection, based on testing according to UL 305.
- E. Fire Exit Devices: Complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire and panic protection, based on testing according to UL 305 and NFPA 252.
- F. Warranty: Exit device to have published Five (5) Year Warranty.
- G. Exit device shall be "touch pad" type with a touch pad that shall extend a minimum of one half (1/2) of the door width.
- H. Exit device shall have a one-quarter (1/4) gap between the face of the door and the touch bar channel eliminating the need for shims or cutting away the glass molding.
- I. Exit device lock stile chassis shall be investment cast steel. Stamped steel units will not be accepted. All device latch bolts shall be stainless steel and shall be deadlocking type.
- J. Exit device strikes shall be adjustable type investment cast stainless steel.
- K. Exit device shall include sound reduction dampening for both depression and extension of the touch pad.
- L. Exit device end cap shall be all metal and secured with a bracket that interlocks both at the touch bar channel base and hinge side filler to prevent end cap "peel-back".
- M. All exposed surfaces of the exit device housing shall be no less than 14 gauge brass or bronze; or no less than 16 gauge stainless steel. Aluminum housing type exit devices are not acceptable.
- N. Dummy Push Bar: Nonfunctioning push bar matching functional push bar.
1. Operation: Rigid
- O. Outside Trim: Lever, Lever with cylinder, Pull, Pull with cylinder, material and finish to match locksets, unless otherwise indicated.
1. Match design for locksets and latchsets, unless otherwise indicated.

## 2.6 CYLINDERS AND KEYING

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Cylinders:
    - a. Schlage Lock Corporation, Red Clay School District Standard
- B. Standards: Comply with the following:
  - 1. Cylinders: BHMA A156.5.
- C. Cylinder Grade: BHMA Grade 1, Cylinders: Manufacturer's standard tumbler type, constructed from brass or bronze, stainless steel, or nickel silver, and complying with the following:
  - 1. Number of Pins: Seven.
  - 2. Mortise Type: Threaded cylinders with rings and straight- or clover-type cam.
  - 3. Rim Type: Cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
  - 4. Bored-Lock Type: Cylinders with tailpieces to suit locks.
- D. Keying System: Unless otherwise indicated, provide a factory-registered keying system complying with the following requirements:
  - 1. Existing System: Master key or grand master key locks to Owner's existing system.
- E. Keys: Provide nickel-silver keys complying with the following:
  - 1. Stamping: Permanently inscribe each key with a visual key control number and include the following notation:
    - a. Notation: **"DO NOT DUPLICATE."**
  - 2. Quantity: In addition to one extra blank key for each lock, provide the following:
    - a. Cylinder Change Keys: Three.
    - b. Master Keys: Five.
    - c. Grand Master Keys: Five.
    - d. Great-Grand Master Keys: Five.
    - e. Construction Master Keys: Ten
    - f. Construction Core Control Keys: Five

## 2.7 STRIKES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Electric Strikes:
    - a. Security Door Controls Inc.
    - b. Folger Adam Security Inc.
- B. Standards: Comply with the following:
  - 1. Strikes for Bored Locks and Latches: BHMA A156.2.
  - 2. Strikes for Auxiliary Deadlocks: BHMA A156.5.

- C. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows:
  - 1. Flat-Lip Strikes: For locks with three-piece antifriction latch bolts, as recommended by manufacturer.
  - 2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
  - 3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.

## **2.8 OPERATING TRIM**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Burns Manufacturing Company, Inc.
  - 2. Stanley Commercial Hardware
- B. Standard: Comply with BHMA A156.6.
- C. Materials: Fabricate from aluminum, brass, bronze, stainless steel, unless otherwise indicated.

## **2.9 ACCESSORIES FOR PAIRS OF DOORS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Coordinators:
    - a. Burns Manufacturing Company, Inc.
    - b. Triangle Brass Manufacturing Company, Inc.
  - 2. Removable Mullions:
    - a. Von Duprin, Inc., Red Clay School District Standard
  - 3. Astragals:
    - a. Stanley Commercial Hardware
    - b. Architectural Builders Hardware, Inc.
- B. Standards: Comply with the following:
  - 1. Coordinators: BHMA A156.3.
  - 2. Removable Mullions: BHMA A156.3.
- C. Fire-Exit Removable Mullions: Provide removable mullions for use with fire exit devices complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire and panic protection, based on testing according to UL 305 and NFPA 252. Mullions shall be used only with exit devices for which they have been tested.

## **2.10 CLOSERS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Surface-Mounted Closers:

- a. LCN Door Closers, Red Clay School District Standard
- B. Standards: Comply with the following:
  - 1. Closers: BHMA A156.4.
- C. Surface Closers: BHMA Grade 1
- D. Certified Products: Provide door closers listed in BHMA's "Directory of Certified Door Closers."
- E. Size of Units: Unless otherwise indicated, comply with manufacturer's written recommendations for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.

## **2.11 PROTECTIVE TRIM UNITS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Metal Protective Trim Units:
    - a. Burns Manufacturing Company, Inc.
    - b. Triangle Brass Manufacturing Company, Inc.
- B. Standard: Comply with BHMA A156.6.
- C. Materials: Fabricate protection plates from the following:
  - 1. Stainless Steel: 0.050 inch (1.3 mm) thick; beveled 4 sides.
- D. Fasteners: Provide manufacturer's standard exposed fasteners for door trim units consisting of either machine or self-tapping screws.
- E. Furnish protection plates sized 2" less than door width on push side and 1" less than door width on pull side, by height specified in Door Hardware Schedule.

## **2.12 STOPS AND HOLDERS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Architectural Builders Hardware Mfg., Inc.
  - 2. Triangle Brass Manufacturing Company, Inc.
- B. Standards: Comply with the following:
  - 1. Stops and Bumpers: BHMA A156.16.
  - 2. Mechanical Door Holders: BHMA A156.16.
  - 3. Electromagnetic Door Holders: BHMA A156.15.
  - 4. Combination Overhead Holders and Stops: BHMA A156.8.
  - 5. Door Silencers: BHMA A156.16.
- C. Stops and Bumpers: BHMA Grade 1
- D. Mechanical Door Holders: BHMA Grade 1
- E. Combination Overhead Stops and Holders: BHMA Grade 1

- F. Electromagnetic Door Holders for Labeled Fire Door Assemblies: Coordinate with fire detectors and interface with fire alarm system.
- G. Silencers for Metal Door Frames: BHMA Grade 1; neoprene or rubber, minimum diameter **1/2 inch (13 mm)**; fabricated for drilled-in application to frame.

## **2.13 DOOR GASKETING**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Door Gasketing:
    - a. Reese Manufacturing Co., Inc.
    - b. National Guard Products, Inc.
  - 2. Door Bottoms:
    - a. Reese Manufacturing Co., Inc.
    - b. National Guard Products
- B. Standard: Comply with BHMA A156.22.
- C. General: Provide continuous weather-strip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated or scheduled. Provide noncorrosive fasteners for exterior applications and elsewhere as indicated.
  - 1. Perimeter Gasketing: Apply to head and jamb, forming seal between door and frame.
  - 2. Meeting Stile Gasketing: Fasten to meeting stiles, forming seal when doors are closed.
  - 3. Door Bottoms: Apply to bottom of door, forming seal with threshold when door is closed.
- D. Air Leakage: Not to exceed **0.50 cfm per foot (0.000774 cu. m/s per m)** of crack length for gasketing other than for smoke control, as tested according to ASTM E 283.
- E. Smoke-Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke-control ratings indicated, based on testing according to UL 1784.
  - 1. Provide smoke-labeled gasketing on 20-minute-rated doors and on smoke-labeled doors.
- F. Fire-Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL 10B or NFPA 252.
- G. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated, based on testing according to ASTM E 1408.
- H. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.
- I. Gasketing Materials: Comply with ASTM D 2000 and AAMA 701/702.

## **2.14 THRESHOLDS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Reese Manufacturing Co., Inc.

2. National Guard Products, Inc.

- B. Standard: Comply with BHMA A156.21.

## **2.15 FABRICATION**

- A. Manufacturer's Nameplate: Do not provide manufacturers' products that have manufacturer's name or trade name displayed in a visible location (omit removable nameplates) except in conjunction with required fire-rated labels and as otherwise approved by Architect.
  1. Manufacturer's identification will be permitted on rim of lock cylinders only.
- B. Base Metals: Produce door hardware units of base metal, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18 for finishes. Do not furnish manufacturer's standard materials or forming methods if different from specified standard.
- C. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to commercially recognized industry standards for application intended. Provide Phillips flat-head screws with finished heads to match surface of door hardware, unless otherwise indicated.
  1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow door and frame construction, provide sleeves for each through bolt.
  2. Steel Machine or Wood Screws: For the following fire-rated applications:
    - a. Mortise hinges to doors.
    - b. Strike plates to frames.
    - c. Closers to doors and frames.
  3. Steel Through Bolts: For the following fire-rated applications, unless door blocking is provided:
    - a. Surface hinges to doors.
    - b. Closers to doors and frames.
    - c. Surface-mounted exit devices.
  4. Spacers or Sex Bolts: For through bolting of hollow metal doors.
  5. Fasteners for Wood Doors: Comply with requirements of DHI WDHS.2, "Recommended Fasteners for Wood Doors."

## **2.16 FINISHES**

- A. Standard: Comply with BHMA A156.18.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece

are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

D. BHMA Designations: Comply with base material and finish requirements indicated by the following:

1. BHMA 600: Primed for painting, over steel base metal.
2. BHMA 626: Satin chromium plated over nickel, over brass or bronze base metal.
3. BHMA 628: Satin aluminum, clear anodized, over aluminum base metal.
4. BHMA 630: Satin stainless steel, over stainless steel base metal.
5. BHMA 652: Satin chromium plated over nickel, over steel base metal.
6. BHMA 689: Aluminum painted, over any base metal.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Examine roughing-in for electrical power systems to verify actual locations of wiring connections before electrified door hardware installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### **3.2 PREPARATION**

- A. Steel Doors and Frames: Comply with DHI A115 series.
  1. Surface-Applied Door Hardware: Drill and tap doors and frames according to SDI 107.
- B. Wood Doors: Comply with DHI A115-W series.

#### **3.3 INSTALLATION**

- A. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
  1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
  2. Custom Steel Doors and Frames: DHI's "Recommended Locations for Builders' Hardware for Custom Steel Doors and Frames."
  3. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.



1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
  2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- C. Key Control System: Place keys on markers and hooks in key control system cabinet, as determined by final keying schedule. Supply key cabinet with 25% expansion. Factory install keys in cabinet or in field with owner's representative. Key cabinet to be supplied with a "Complete System" equal to the Telkee System.
- D. Boxed Power Supplies: Locate power supplies as indicated or, if not indicated, above accessible ceilings, in equipment room. Verify location with Architect.
1. Configuration: Provide one power supply for each door opening.
  2. Configuration: Provide the least number of power supplies required to adequately serve doors with electrified door hardware.
- E. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."

### **3.4 FIELD QUALITY CONTROL**

- A. Independent Architectural Hardware Consultant: Owner or Architect will engage a qualified independent Architectural Hardware Consultant to perform inspections and to prepare inspection reports.
1. Independent Architectural Hardware Consultant will inspect door hardware and state in each report whether installed work complies with or deviates from requirements, including whether door hardware is properly installed and adjusted.

### **3.5 ADJUSTING**

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
1. Spring Hinges: Adjust to achieve positive latching when door is allowed to close freely from an open position of 30 degrees.
  2. Electric Strikes: Adjust horizontal and vertical alignment of keeper to properly engage lock bolt.
  3. Door Closers: Adjust sweep period so that, from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches (75 mm) from the latch, measured to the leading edge of the door.
- B. Six-Month Adjustment: Approximately six months after date of Substantial Completion, Installer shall perform the following:
1. Examine and readjust each item of door hardware as necessary to ensure function of doors, door hardware, and electrified door hardware.
  2. Consult with and instruct Owner's personnel on recommended maintenance procedures.
  3. Replace door hardware items that have deteriorated or failed due to faulty design, materials, or installation of door hardware units.

**3.6 CLEANING AND PROTECTION**

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of Substantial Completion.

**3.7 DEMONSTRATION**

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain door hardware and door hardware finishes.

**Hardware Schedule**  
**AUSTIN D. BALTZ ELEMENTARY SCHOOL**

Hardware Set #: 0001 - PRS DRS HMD & HMF EXTERIOR  
D013C D014C

Opening to Have:

Qty	Description	Finish	Mfg
2	CONTINUOUS HINGE A500 x FULL HEIGHT	630	ABH
2	FLUSH BOLT 3917 1" x 6-3/4" x 12"	626	TRIMCO
1	PRIMUS CYLINDER 20-765 (ND-LINE)	626	SCHLAGE
1	STOREROOM LOCKSET ND96LD x SPA x 10-025	626	SCHLAGE
1	ASTRAGAL A548S x SQUARE EDGE x FULL HEIGHT	630	ABH
2	DOOR CLOSER 4111 x SHCUSH x SRI	689	LCN
2	KICK PLATE 16" x 1" LDW .050 x B4E x CTSK	630	TRIMCO
2	DOOR CONTACT MC-7 x SPDT x 1" DIA		SDC
1	TEAR DROP SEAL 797B x HEAD & JAMBS	BLK	REESE
1	TEAR DROP SEAL 797B x ASTRAGAL x FULL HEIGHT	BLK	REESE
1	RAIN DRIP R201A x FULL WIDTH + 4"	628	REESE
1	THRESHOLD S483APR x SRS x FHSL x FULL WIDTH	628	REESE
2	DOOR SWEEP 772A x FULL WIDTH	628	REESE

Hardware Set #: 0002 - SGL DRS HMD & HMF EXTERIOR  
D09 D09.1 D118 D241

Opening to Have:

Qty	Description	Finish	Mfg
1	CONTINUOUS HINGE A500 x FULL HEIGHT	630	ABH
1	RIM CYLINDER (PRIMUS) 20-709	626	SCHLAGE
1	MORTISE CYLINDER (IC) 20-700 x XQ11-949	626	SCHLAGE
1	RIM EXIT DEVICE CD99NL-OP	626	VON DUPRIN
1	VANDAL RESISTANT TRIM VR910-NL	630	VON DUPRIN
1	DOOR CLOSER 4111 x SHCUSH x SRI	689	LCN
1	FLOOR STOP 1209	626	TRIMCO
1	DOOR CONTACT MC-7 x SPDT x 1" DIA		SDC
1	TEAR DROP SEAL 797B x HEAD & JAMBS	BLK	REESE
1	RAIN DRIP R201A x FULL WIDTH + 4"	628	REESE
1	THRESHOLD S483APR x SRS x FHSL x FULL WIDTH	628	REESE
1	DOOR SWEEP 772A x FULL WIDTH	628	REESE

Red Clay Consolidated School District  
Baltz Elementary School Renovations  
Architects/Engineers: StudioJAED  
Bid Documents

DOOR HARDWARE  
08 71 00  
Job No. 15051  
January 15, 2016

Hardware Set #: 0003 - PRS DRS ALUM DRS & ALUM FR EXTERIOR  
D02V

Opening to Have:

Qty	Description	Finish	Mfg
2	CONTINUOUS HINGE A500 x FULL HEIGHT	630	ABH
1	RIM CYLINDER (PRIMUS) 20-709	626	SCHLAGE
2	MORTISE CYLINDER (IC) 20-700 x XQ11-949	626	SCHLAGE
1	MORTISE CYLINDER (IC) 20-700	626	SCHLAGE
1	POWER TRANSFER PT1000	628	ABH
1	RIM EXIT DEVICE CD99EO	626	VON DUPRIN
1	RIM EXIT DEVICE SD-EL99NL-OP	626	VON DUPRIN
1	REMOVABLE MULLION KR4954 x (2) 154 x SIZE AS REQ	628	VON DUPRIN
1	MULLION WALL MOUNT KIT MT54	628	VON DUPRIN
1	VANDAL RESISTANT TRIM VR910-NL	630	VON DUPRIN
1	VANDAL RESISTANT TRIM VR910-DT	630	VON DUPRIN
1	POWER SUPPLY PS902 x 900-2RS-FA	600	VON DUPRIN
1	DOOR CLOSER 4111 x SHCUSH x SRI	689	LCN
2	DOOR CONTACT MC-7 x SPDT x 1" DIA		SDC
1	TEAR DROP SEAL 797B x HEAD & JAMBS	BLK	REESE
2	TEAR DROP SEAL 797B x MULLION x FULL HEIGHT	BLK	REESE
1	RAIN DRIP R201A x FULL WIDTH + 4"	628	REESE
1	THRESHOLD S483APR x SRS x FHSL x FULL WIDTH	628	REESE
2	DOOR BOTTOM SWEEP (CONCEALED) BY ALUMINUM DOOR SUPPLIER		
1	REUSE EXISTING CARD READER		

Hardware Set #: 0004 - PRS DRS ALUM DRS & ALUM FR  
D02

Opening to Have:

Qty	Description	Finish	Mfg
2	CONTINUOUS HINGE A500 x FULL HEIGHT	630	ABH
1	RIM CYLINDER (PRIMUS) 20-709	626	SCHLAGE
2	MORTISE CYLINDER (IC) 20-700 x XQ11-949	626	SCHLAGE
1	MORTISE CYLINDER (IC) 20-700	626	SCHLAGE
1	POWER TRANSFER PT1000	628	ABH
1	RIM EXIT DEVICE CD99EO	626	VON DUPRIN
1	RIM EXIT DEVICE SD-EL99NL-OP	626	VON DUPRIN
1	REMOVABLE MULLION KR4954 x (2) 154 x SIZE AS REQ	628	VON DUPRIN
1	MULLION WALL MOUNT KIT MT54	628	VON DUPRIN
1	VANDAL RESISTANT TRIM VR910-NL	630	VON DUPRIN
1	VANDAL RESISTANT TRIM VR910-DT	630	VON DUPRIN
1	POWER SUPPLY PS902 x 900-2RS-FA	600	VON DUPRIN
1	DOOR CLOSER 4111 x SHCUSH	689	LCN
2	DOOR CONTACT MC-7 x SPDT x 1" DIA		SDC
1	CARD READER BY SECURITY CONTRACTOR		

END OF SECTION

## **SECTION 08 80 00**

### **GLAZING**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Glass.
- B. Glazing compounds and accessories.

##### **1.02 RELATED REQUIREMENTS**

- A. Section 07 90 05 - Joint Sealers: Sealant and back-up material.
- B. Section 08 44 13 - Glazed Aluminum Curtain Wall

##### **1.03 REFERENCE STANDARDS**

- A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials.
- B. ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings, Safety Performance Specifications and Methods of Test.
- C. ASTM C864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers.
- D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
- E. ASTM C1036 - Standard Specification for Flat Glass.
- F. ASTM C1048 - Standard Specification for Heat-Treated Flat Glass--Kind HS, Kind FT Coated and Uncoated Glass.
- G. ASTM C1193 - Standard Guide for Use of Joint Sealants.
- H. ASTM E 773 - Standard Test Method for Accelerated Weathering of Sealed Insulating Glass Units.
- I. ASTM E 774 - Standard Specification for the Classification of the Durability of Sealed Insulating Glass Units; 1997.
- J. ASTM E1300 - Standard Practice for Determining Load Resistance of Glass in Buildings.
- K. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation.
- L. GANA (GM) - GANA Glazing Manual; Glass Association of North America.
- M. GANA (SM) - GANA Sealant Manual; Glass Association of North America.
- N. GANA (LGDG) - Laminated Glazing Reference Manual; Glass Association of North America.
- O. SIGMA TM-3000 - Glazing Guidelines for Sealed Insulating Glass Units; Sealed Insulating Glass Manufacturers Association.

##### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by all affected installers.

##### **1.05 SUBMITTALS**

- A. See Section 01 33 00 - Administrative Requirements, for submittal procedures.
- B. Product Data on Glass Types: Provide structural, physical and environmental characteristics, size limitations, special handling or installation requirements.
- C. Product Data on Glazing Compounds: Provide chemical, functional, and environmental characteristics, limitations, special application requirements. Identify available colors.
- D. Samples: Submit two samples 12 x12 inch in size of glass and plastic units, showing coloration and design.

- E. Certificates: Certify that products meet or exceed specified requirements.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
  - 2. Extra Insulating Glass Units: One of each glass size and each glass type.

#### **1.06 QUALITY ASSURANCE**

- A. Perform Work in accordance with GANA Glazing Manual and FGMA Sealant Manual for glazing installation methods.
- B. Installer Qualifications: Company specializing in performing the work of this section with minimum 10 years documented experience.

#### **1.07 FIELD CONDITIONS**

- A. Do not install glazing when ambient temperature is less than 50 degrees F.
- B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

#### **1.08 WARRANTY**

- A. Sealed Insulating Glass Units: Provide a five (5) year warranty to include coverage for seal failure, interpane dusting or misting, including replacement of failed units.

#### **1.09 PERFORMANCE REQUIREMENTS**

- A. General: Provide glass capable of withstanding thermal movement and wind and impact loads (where applicable) as specified in paragraph B following.
- B. Glass Design: Glass thickness designations indicated are minimums and are for detailing only. Confirm glass thicknesses by analyzing Project loads and in-service conditions. Provide glass lites in the thickness designations indicated for various size openings, but not less than thicknesses and in strengths (annealed or heat treated) required to meet or exceed the following criteria:
  - 1. Glass Thicknesses: Select minimum glass thicknesses to comply with ASTM E 1300, according to the following requirements:
    - a. Basic Wind Speed: 120 mph.
- C. Thermal Movements: Provide glazing that allows for thermal movements resulting from ambient and surface temperatures changes acting on glass framing members and glazing components.
- D. Thermal and Optical Performance Properties: Provide glass with performance properties specified based on manufacturer's published test data, as determined according to procedures indicated below:
  - 1. For monolithic-glass lites, properties are based on units with lites 1/4 inch (6.0 mm) thick.
  - 2. For insulating-glass units, properties are based on units of thickness indicated for overall unit and for each lite.
  - 3. Center-of-Glass Values: Based on using LBL-44789 WINDOW 5.0 computer program for the following methodologies:
    - a. U-Factors: NFRC 100 expressed as Btu/ sq. ft. per h per degree F.
    - b. Solar Heat Gain Coefficient: NFRC 200.
    - c. Solar Optical Properties: NFRC 300.

### **PART 2 PRODUCTS**

#### **2.01 GLAZING TYPES**

#### **2.02 BASIS OF DESIGN - INSULATING GLASS UNITS**

- A. Type G-1 - Sealed Insulating Glass Units: Vision glazing, low-E.
  - 1. Application(s): All exterior glazing unless otherwise indicated.

2. Substitutions: Refer to Section 01 60 00 - Product Requirements.
3. Between-lite space filled with air.
4. Tint: None.
5. Basis of Design: Guardian Industries Corp: [www.sunguardglass.com](http://www.sunguardglass.com).
6. Outboard Lite: Fully tempered float glass, 1/4 inch thick, minimum.
  - a. Coating: SunGuard SNX 62/27 on #2 surface.
  - b. Tint: None (clear).
7. Inboard Lite: Fully tempered float glass, 1/4 inch thick.
  - a. Tint: None (clear).
8. Total Thickness: 1 inch.

## **2.03 GLAZING UNITS**

- A. Type G-2 - Insulated Metal Panel: Spandrel panel.
  1. Application: Exterior glazing where indicated.
  2. Veneer Metal Glazing Panels
    - a. Panels are to be 1" nominal thickness.
    - b. Face: .062 aluminum (smooth).
    - c. Finish: as selected from manufacturer's standard colors.
    - d. Substrate: 1/8" hardboard.
    - e. Core: expanded polystyrene (EPS) foam board.
    - f. Back: .062 aluminum (smooth).
  3. Fabrication
    - a. Panels are to be produced in a controlled environment using state of the art automated laminating equipment. Heated adhesive applied to each surface by an automated reciprocal spray system assuring an even coverage to the exact thickness required for proper adhesion of all parts. Minimum 100 lb. pressure evenly applied with an automated rotary pinch roller to assure a high strength bond.
  4. Accessories
    - a. Moldings, angles or stops as required, providing a weather tight installation.
    - b. Sealants as recommended for use as an infill panel component.
  5. Finishes
    - a. Exposed aluminum surfaces: All exposed surfaces of insulated metal glazing panels shall be finished with Polyvinyl-fluoride system meeting "Kynar 500". Duranar Fluoropolymer or equal manufacturer's standard 2-coat thermo-cured system composed of specially formulated inhibitive primer, fluorocarbon color coat with a dry film thickness not less than 1.5 mils, and conforming to AAMA 605.2. Exposed surfaces shall be clean of oils, dirt and free of blemishes. Color shall be selected by Owner from manufacturer's standard colors. Unless otherwise noted, the back face shall have either mill finish or random finish material.
  6. Total Thickness: 1 inch.

## **2.04 GLASS MATERIALS**

- A. Float Glass Manufacturers:
  1. AGC Glass Company North America, Inc: [www.us.agc.com](http://www.us.agc.com).
- B. Float Glass: All glazing is to be float glass unless otherwise indicated.
  1. Heat-Strengthened and Fully Tempered Types: ASTM C1048.
  2. Thicknesses: As indicated; for exterior glazing comply with specified requirements for wind load design regardless of specified thickness.

## **2.05 SEALED INSULATING GLASS UNITS**

- A. Manufacturers:
  1. Any of the manufacturers specified for float glass.

2. Substitutions: Refer to Section 01 60 00 - Product Requirements.
- B. Sealed Insulating Glass Units: Types as indicated.
  1. Durability: Certified by an independent testing agency to comply with ASTM E2190.
  2. Edge Spacers: Aluminum, bent and soldered corners.
  3. Edge Seal: Glass to elastomer with supplementary silicone sealant.
  4. Purge interpane space with dry hermetic air.

## **2.06 GLAZING COMPOUNDS**

- A. Manufacturers:
  1. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
  2. Substitutions: Refer to Section 01 60 00 - Product Requirements.
- B. Glazing Putty : Polymer modified latex recommended by manufacturer for outdoor use, knife grade consistency; grey color.
- C. Butyl Sealant : Single component; ASTM C 920, Grade NS, Class 12-1/2, Uses M and A; Shore A hardness of 10 to 20; black color; non-skinning.
- D. Acrylic Sealant : Single component, solvent curing, non-bleeding; ASTM C 920, Type S, Grade NS, Class 12-1/2, Uses M and A; cured Shore A hardness of 15 to 25; color as selected.
- E. Polysulfide Sealant : Two component; chemical curing, non-sagging type; ASTM C 920, Type M, Grade NS, Class 25, Uses M, A, and G; cured Shore A hardness of 15 to 25; color as selected.
- F. Polyurethane Sealant : Single component, chemical curing, non-staining, non-bleeding; Shore A Hardness Range 20 to 35; color as selected.
- G. Silicone Sealant : Single component; neutral curing; capable of water immersion without loss of properties; non-bleeding, non-staining; ASTM C 920, Type S, Grade NS, Class 25, Uses M, A, and G; cured Shore A hardness of 15 to 25; color as selected.

## **2.07 GLAZING ACCESSORIES**

- A. Setting Blocks: Neoprene, 80 to 90 Shore A durometer hardness, ASTM C864 Option I. Length of 0.1 inch for each square foot of glazing or minimum 4 inch x width of glazing rabbet space minus 1/16 inch x height to suit glazing method and pane weight and area.
- B. Spacer Shims: Neoprene, 50 to 60 Shore A durometer hardness, ASTM C 864 Option I. Minimum 3 inch long x one half the height of the glazing stop x thickness to suit application, self adhesive on one face.
- C. Glazing Tape: Preformed butyl compound with integral resilient tube spacing device; 10 to 15 Shore A durometer hardness; coiled on release paper; black color.
  1. Manufacturers:
    - a. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
    - b. Substitutions: Refer to Section 01 60 00 - Product Requirements.
- D. Glazing Gaskets: Resilient silicone extruded shape to suit glazing channel retaining slot; ASTM C864 Option I; black color.
- E. Glazing Clips: Manufacturer's standard type.

## **2.08 SOURCE QUALITY CONTROL AND TESTS**

- A. Provide shop inspection and testing for all glass.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that openings for glazing are correctly sized and within tolerance.



- B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and ready to receive glazing.

### **3.02 PREPARATION**

- A. Clean contact surfaces with solvent and wipe dry.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant.
- D. Install sealants in accordance with ASTM C1193 and GANA Sealant Manual.
- E. Install sealant in accordance with manufacturer's instructions.

### **3.03 GLAZING METHODS**

#### **3.04 INSTALLATION - EXTERIOR DRY METHOD (TAPE AND GASKET SPLINE GLAZING)**

- A. Cut glazing tape to length; install on glazing pane. Seal corners by butting tape and sealing junctions with butyl sealant.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inches from corners.
- C. Rest glazing on setting blocks and push against fixed stop with sufficient pressure to attain full contact.
- D. Install removable stops without displacing glazing spline. Exert pressure for full continuous contact.
- E. Trim protruding tape edge.

#### **3.05 INSTALLATION - INTERIOR DRY METHOD (TAPE AND TAPE)**

- A. Cut glazing tape to length and set against permanent stops, projecting 1/16 inch (1.6 mm) above sight line.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inches from corners.
- C. Rest glazing on setting blocks and push against tape for full contact at perimeter of pane or unit.
- D. Place glazing tape on free perimeter of glazing in same manner described above.
- E. Install removable stop without displacement of tape. Exert pressure on tape for full continuous contact.
- F. Knife trim protruding tape.

#### **3.06 MANUFACTURER'S FIELD SERVICES**

- A. Glass and Glazing product manufacturers to provide field surveillance of the installation of their products.
- B. Monitor and report installation procedures and unacceptable conditions.

#### **3.07 CLEANING**

- A. Remove glazing materials from finish surfaces.
- B. Remove labels after Work is complete.
- C. Clean glass and adjacent surfaces.

#### **3.08 PROTECTION**

- A. After installation, mark pane with an 'X' by using removable plastic tape or paste; do not mark heat absorbing or reflective glass units.

**END OF SECTION**

**SECTION 09 21 16**  
**GYPSUM BOARD ASSEMBLIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Metal stud wall, ceiling and soffit framing.
- B. Gypsum wallboard.
- C. Joint treatment and accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 06 10 00 - Rough Carpentry: Building Framing and Wood blocking .
- B. Section 06 10 00 - Rough Carpentry: Wood blocking product and execution requirements.

**1.03 REFERENCE STANDARDS**

- A. AISI SG02-1 - North American Specification for the Design of Cold-Formed Steel Structural Members; American Iron and Steel Institute. (replaced SG-971)
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- C. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board.
- D. ASTM C514 - Standard Specification for Nails for the Application of Gypsum Board.
- E. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members.
- F. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
- G. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products.
- H. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board.
- I. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness.
- J. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs.
- K. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base.
- L. ASTM C1396/C1396M - Standard Specification for Gypsum Board.
- M. ASTM C1629/C1629 - Standard Classification for Abuse-Resistant Nondecorated Interior Gypsum Panel Products and Fiber-Reinforced Cement Panels.
- N. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber.
- O. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- P. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
- Q. ASTM E413 - Classification for Rating Sound Insulation.
- R. GA-214 - Recommended Levels of Gypsum Board Finish; Gypsum Association.
- S. GA-216 - Application and Finishing of Gypsum Board; Gypsum Association.

#### **1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate special details associated with vertical deflection joints and acoustic seals. Provide special details for suspended ceilings. Indicate layout, anchorage to structure, type and location of fasteners, framed openings, accessories, and items of related work.
- C. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.
- D. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.

#### **1.05 QUALITY ASSURANCE**

- A. Perform in accordance with ASTM C 840. Comply with requirements of GA-600 for fire-rated assemblies.
- B. Installer Qualifications: Company specializing in performing gypsum board application and finishing, with minimum 5 years of documented experience.

### **PART 2 PRODUCTS**

#### **2.01 GYPSUM BOARD ASSEMBLIES**

- A. Provide completed assemblies per drawings.

#### **2.02 METAL FRAMING MATERIALS**

- A. Manufacturers - Metal Framing, Connectors, and Accessories:
  - 1. Clarkwestern Dietrich Building Systems LLC: [www.clarkdietrich.com](http://www.clarkdietrich.com).
  - 2. Dietrich Metal Framing: [www.dietrichindustries.com](http://www.dietrichindustries.com).
  - 3. Marino: [www.marinoware.com](http://www.marinoware.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/360 at 5 psf.
  - 1. Exception: The minimum metal thickness and section properties requirements of ASTM C 645 are waived provided steel of 40 ksi minimum yield strength is used, the metal is continuously dimpled, the effective thickness is at least twice the base metal thickness, and maximum stud heights are determined by testing in accordance with ASTM E 72 using assemblies specified by ASTM C 754.
    - a. Acceptable Products:
      - 1) Dietrich Metal Framing; UltraSteel (tm): [www.dietrichindustries.com](http://www.dietrichindustries.com).
      - 2) Clark Western Building Systems; UltraSteel (tm): [www.clarkwestern.com](http://www.clarkwestern.com).
  - 2. Studs: "C" shaped with flat or formed webs with knurled faces. Minimum gauge = 20.
  - 3. Runners: U shaped, sized to match studs. Minimum gauge = 16.
  - 4. Ceiling Channels: C shaped. Minimum gauge = 16.
  - 5. Furring: Hat-shaped sections, minimum depth of 7/8 inch. Minimum gauge = 18.
- C. Ceiling Hangers: Type and size as specified in ASTM C754 for spacing required.
- D. Partition Head to Structure Connections: Provide mechanical anchorage devices that accommodate deflection using slotted holes, screws and anti-friction bushings, preventing rotation of studs while maintaining structural performance of partition.
  - 1. Structural Performance: Maintain lateral load resistance and vertical movement capacity required by applicable code, when evaluated in accordance with AISI North American Specification for the Design of Cold-Formed Steel Structural Members.
  - 2. Material: ASTM A653/A653M steel sheet, SS Grade 50/340, with G60/Z180 hot dipped galvanized coating.

3. Provide kickers / framing for top of wall and soffits as necessary.

## **2.03 BOARD MATERIALS**

- A. Manufacturers - Gypsum-Based Board:
  1. CertainTeed Corporation: [www.certainteed.com](http://www.certainteed.com).
  2. Georgia-Pacific Gypsum: [www.gpgypsum.com](http://www.gpgypsum.com).
  3. National Gypsum Company: [www.nationalgypsum.com](http://www.nationalgypsum.com).
  4. USG Corporation: [www.usg.com](http://www.usg.com).
  5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Impact-Rated Wallboard: Tested to Level 3 soft-body and hard-body impact in accordance with ASTM C1629.
  1. Application: Walls.
  2. Paper-Faced Type: Gypsum wallboard as defined in ASTM C1396/C1396M.
  3. Thickness: 5/8 inch.
  4. Edges: Tapered.
  5. Products:
    - a. National Gypsum Company; Gold Bond Hi-Impact Brand XP Wallboard.
    - b. USG Corporation; Fiberock Brand Panels--VHI Abuse-Resistant.
- C. Gypsum Wallboard: ASTM C 1396/C 1396M. Sizes to minimize joints in place; ends square cut.
  1. Abuse-Resistant Type: Gypsum wallboard especially formulated for increased impact resistance, with enhanced gypsum core and heavy duty face and back paper.
    - a. Application: Walls.
    - b. Core Type: Regular, as indicated.
    - c. Thickness: 5/8 inch.
    - d. Edges: Tapered.

## **2.04 ACCESSORIES**

- A. Acoustic Insulation: ASTM C 665; preformed glass fiber, friction fit type, unfaced. Thickness to fit cavity. As specified in Section 07 21 00.
- B. Finishing Accessories: ASTM C1047, rigid plastic, unless otherwise indicated.
  1. Types: As detailed or required for finished appearance.
  2. Special Shapes: In addition to conventional cornerbead and control joints, provide U-bead at exposed panel edges.
- C. Joint Materials: ASTM C475 and as recommended by gypsum board manufacturer for project conditions.
  1. Tape: 2 inch wide, coated glass fiber tape for joints and corners, except as otherwise indicated.
  2. Tape: 2 inch wide, creased paper tape for joints and corners, except as otherwise indicated.
  3. Ready-mixed vinyl-based joint compound.
  4. Powder-type vinyl-based joint compound.
  5. Chemical hardening type compound.
- D. Screws for Attachment to Steel Members Less Than 0.03 inch In Thickness, to Wood Members, and to Gypsum Board: ASTM C1002; self-piercing tapping type; cadmium-plated for exterior locations.
- E. Screws for Attachment to Steel Members From 0.033 to 0.112 Inch in Thickness: ASTM C954; steel drill screws for application of gypsum board to loadbearing steel studs.
- F. Screws: ASTM C 1002; self-piercing tapping type; cadmium-plated for exterior locations.
- G. Staples: ASTM C 840.

- H. Anchorage to Substrate: Tie wire, screws, and other metal supports, of type and size to suit application; to rigidly secure materials in place.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that project conditions are appropriate for work of this section to commence.

### **3.02 FRAMING INSTALLATION**

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
- B. Studs: Space studs as indicated.
  - 1. Extend partition framing to structure where indicated and to ceiling in other locations.
  - 2. Partitions Terminating at Ceiling: Attach ceiling runner securely to ceiling framing in accordance with details.
  - 3. Partitions Terminating at Structure: Attach extended leg top runner to structure, maintain clearance between top of studs and structure, and brace both flanges of studs with continuous bridging.
  - 4. Partitions Terminating at Structure: Attach top runner to structure, maintain clearance between top of studs and structure, and connect studs to track using specified mechanical devices in accordance with manufacturer's instructions; verify free movement of top of stud connections; do not leave studs unattached to track.
- C. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.
- D. Connections: Minimum (4) #12 screws per connection of cold formed metal framing members.
- E. Blocking: Install blocking for support of plumbing fixtures, toilet partitions, wall cabinets, wood frame openings, toilet accessories, and hardware. Comply with Section 06 10 00 for wood blocking.

### **3.03 ACOUSTIC ACCESSORIES INSTALLATION**

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.

### **3.04 BOARD INSTALLATION**

- A. Comply with ASTM C 840 and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
  - 1. Exception: Tapered edges to receive joint treatment at right angles to framing.
- C. Installation on Metal Framing: Use screws for attachment of all gypsum board except face layer of non-rated double-layer assemblies, which may be installed by means of adhesive lamination.

### **3.05 INSTALLATION OF TRIM AND ACCESSORIES**

- A. Control Joints: Place control joints consistent with lines of building spaces and as directed.
  - 1. Not more than 30 feet apart on walls and ceilings over 50 feet long.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials and as indicated.

### **3.06 JOINT TREATMENT**

- A. Paper Faced Gypsum Board: Use fiberglass joint tape, bedded with ready-mixed vinyl-based; or powder-type vinyl-based; or chemical hardening type joint compound and finished with ready-mixed vinyl-based; or powder-type vinyl-based; or chemical hardening type joint compound.

- B. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
  - 1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
  - 2. Level 2: In utility areas, behind cabinetry, and on backing board to receive tile finish or where FRP panel to be installed.
  - 3. Level 1: Fire rated wall areas above finished ceilings, whether or not accessible in the completed construction.
- C. Finish gypsum board in scheduled areas in accordance with levels defined in GA-214; or ASTM C 840 and as scheduled below.
  - 1. Above Finished Ceilings Concealed From View: Level 1.
  - 2. Walls and Ceilings to Receive Flat Paint Finish: Level 4.
- D. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
  - 1. Feather coats of joint compound so that camber is maximum 1/32 inch.
  - 2. Taping, filling, and sanding is not required at surfaces behind adhesive applied ceramic tile and fixed cabinetry.
  - 3. Taping, filling and sanding is not required at base layer of double layer applications.

### **3.07 TOLERANCES**

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

### **3.08 FINISH LEVEL SCHEDULE (SEE 1.03 REFERENCES FOR DEFINITION)**

- A. Level 1: Above finished ceilings concealed from view.
- B. Level 4: Walls and ceilings scheduled to receive flat paint finish.

**END OF SECTION**

## **SECTION 09 30 00**

### **TILING**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Tile for floor applications.
- B. Tile for wall applications.
- C. Cementitious backer board as tile substrate.
- D. Ceramic trim.

##### **1.02 RELATED REQUIREMENTS**

- A. Section 07 90 05 - Joint Sealers.

##### **1.03 REFERENCE STANDARDS**

- A. ANSI A108 Series/A118 Series/A136.1 - American National Standard Specifications for the Installation of Ceramic Tile (Compendium).
  - 1. ANSI A108.1a - American National Standard Specifications for Installation of Ceramic Tile in the Wet-Set Method, with Portland Cement Mortar.
  - 2. ANSI A108.1b - American National Standard Specifications for Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set or Latex Portland Cement Mortar.
  - 3. ANSI A108.1c - Specifications for Contractors Option: Installation of Ceramic Tile in the Wet-Set Method with Portland Cement Mortar or Installation of Ceramic Tile on a Cured Portland Cement Mortar Bed with Dry-Set or Latex Portland Cement
  - 4. ANSI A108.4 - American National Standard Specifications for Installation of Ceramic Tile with Organic Adhesives or Water Cleanable Tile-Setting Epoxy Adhesive.
  - 5. ANSI A108.5 - American National Standard Specifications for Installation of Ceramic Tile with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar.
  - 6. ANSI A108.6 - American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant, Water Cleanable Tile-Setting and -Grouting Epoxy.
  - 7. ANSI A108.8 - American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant Furan Resin Mortar and Grout.
  - 8. ANSI A108.9 - American National Standard Specifications for Installation of Ceramic Tile with Modified Epoxy Emulsion Mortar/Grout.
  - 9. ANSI A108.10 - American National Standard Specifications for Installation of Grout in Tilework.
  - 10. ANSI A108.11 - American National Standard for Interior Installation of Cementitious Backer Units.
  - 11. ANSI A108.12 - American National Standard for Installation of Ceramic Tile with EGP (Exterior glue plywood) Latex-Portland Cement Mortar.
  - 12. ANSI A108.13 - American National Standard for Installation of Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone.
  - 13. ANSI A118.1 - American National Standard Specifications for Dry-Set Portland Cement Mortar.
  - 14. ANSI A118.4 - American National Standard Specifications for Latex-Portland Cement Mortar.
  - 15. ANSI A118.5 - American National Standard Specifications for Chemical Resistant Furan Mortars and Grouts for Tile Installation.
  - 16. ANSI A118.6 - American National Standard Specifications for Standard Cement Grouts for Tile Installation.

17. ANSI A118.7 - American National Standard Specifications for Polymer Modified Cement Grouts for Tile Installation.
18. ANSI A118.9 - American National Standard Specifications for Test Methods and Specifications for Cementitious Backer Units.
19. ANSI A118.10 - American National Standard Specifications for Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone Installation.

B. TCNA (HB) - Handbook for Ceramic, Glass, and Stone Tile Installation.

#### **1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, and accessories. Include instructions for using grouts and adhesives.
- C. Shop Drawings: Indicate tile layout, patterns, color arrangement, perimeter conditions, junctions with dissimilar materials, control and expansion joints, thresholds, ceramic accessories, and setting details.
- D. Samples: Mount tile and apply grout on two plywood panels, minimum 18 x 18 inches in size illustrating pattern, color variations, and grout joint size variations.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Maintenance Data: Include recommended cleaning methods, cleaning materials, stain removal methods, and polishes and waxes.

#### **1.05 QUALITY ASSURANCE**

- A. Maintain one copy of The Tile Council of North America Handbook and ANSI A108 Series/A118 Series on site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the types of products specified in this section, with minimum 10 years of documented experience.
- C. Installer Qualifications: Company specializing in performing tile installation, with minimum of 5 years of documented experience.

#### **1.06 MOCK-UP**

- A. Construct tile mock-up where indicated on the drawings, incorporating all components specified for the location.
  1. Minimum size of mock-up is indicated on the drawings.
  2. Approved mock-up may remain as part of the Work.
  3. Demolish mock-up when directed by Architect, and remove debris from the site.

#### **1.07 PRE-INSTALLATION MEETING**

- A. Convene one week before starting work of this section.

#### **1.08 DELIVERY, STORAGE, AND HANDLING**

- A. Protect materials from freezing or overheating in accordance with manufacturer's instructions.

#### **1.09 FIELD CONDITIONS**

- A. Do not install solvent-based products in an unventilated environment.
- B. Maintain ambient and substrate temperature of 50 degrees F during installation of mortar materials.

#### **1.10 EXTRA MATERIALS**

- A. Provide 2 percent of each size, color, and surface finish of tile specified.



## **PART 2 PRODUCTS**

### **2.01 TILE**

- A. Manufacturers: All products by the same manufacturer.
  - 1. Dal-Tile Corporation: [www.daltile.com](http://www.daltile.com).
  - 2. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Ceramic Mosaic Floor Tile : ANSI A137.1
  - 1. Keystones Manufactured by Daltile .
  - 2. Moisture Absorption: 0 to 0.5 percent.
  - 3. Size and Shape: 2" x 2".
  - 4. Surface Finish: Unglazed.
- C. Glazed Wall Tile : ANSI A137.1, and as follows:
  - 1. Festiva manufactured by Daltile or approved equivalent product.
  - 2. Moisture Absorption: 3.0 to 7.0 percent.
  - 3. Size and Shape: 4-1/4 inch square.
  - 4. Edges: Cushioned.
  - 5. Surface Finish: High gloss.
  - 6. Pattern: (2) color random pattern.
  - 7. Trim Units: Matching bullnose, cove, and base shapes in sizes coordinated with field tile.

### **2.02 TRIM AND ACCESSORIES**

- A. Non-Ceramic Trim: Brushed stainless steel, style and dimensions to suit application, as indicated on drawings for setting using tile mortar or adhesive.
  - 1. Applications: Use in the following locations:
    - a. Open edges of floor tile.
    - b. Transition between floor finishes of different heights.
    - c. Expansion and control joints, floor and wall.
    - d. Floor to wall joints.
  - 2. Manufacturer:
    - a. Schluter-Systems: [www.schluter.com](http://www.schluter.com).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Thresholds: Marble, white, honed finish; 4 inches wide by full width of wall or frame opening; 1/2 inch thick thickness to fit application; beveled one long edge with radiused corners on top side; without holes, cracks, or open seams.
  - 1. Applications: Provide at the following locations:
    - a. At doorways where tile terminates.
    - b. At open edges of floor tile where adjacent finish is a different height.

### **2.03 SETTING MATERIALS**

### **2.04 ADHESIVE MATERIALS**

- A. Manufacturers:
  - 1. LATICRETE International, Inc; LATICRETE 254 Platinum: [www.laticrete.com](http://www.laticrete.com).
  - 2. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.05 GROUTS**

- A. Manufacturers:
  - 1. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Standard Grout: Polymer modified cement grout, sanded, as specified in ANSI A118.7.

### **2.06 THIN-SET ACCESSORY MATERIALS**

- A. Floor Patch/Leveler

1. Acceptable Product: Bostik, Floor Patch 101.
- B. Cementitious Backer Board: ANSI A118.9; High density, cementitious, glass fiber reinforced, 1/2 inch thick; 2 inch wide coated glass fiber tape for joints and corners.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that sub-floor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive tile.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive tile.
- C. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of setting materials to sub-floor surfaces.
- D. Verify that concrete sub-floor surfaces are ready for tile installation by testing for moisture emission rate and alkalinity; obtain instructions if test results are not within limits recommended by tile manufacturer and setting materials manufacturer.
- E. Verify that required floor-mounted utilities are in correct location.

### **3.02 PREPARATION**

- A. Protect surrounding work from damage.
- B. Vacuum clean surfaces and damp clean.
- C. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances. With floor patch leveler.
- D. Install backer board in accordance with ANSI A108.11 and board manufacturer's instructions. Tape joints and corners, cover with skim coat of setting material to a feather edge.
- E. Install cementitious backer board in accordance with ANSI A108.11 and board manufacturer's instructions. Tape joints and corners, cover with skim coat of dry-set mortar to a feather edge.

### **3.03 INSTALLATION - GENERAL**

- A. Install tile, thresholds, and stair treads and grout in accordance with applicable requirements of ANSI A108.1 through A108.13, manufacturer's instructions, and The Tile Council of North America Handbook recommendations.
- B. Lay tile to pattern indicated. Do not interrupt tile pattern through openings.
- C. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.
- D. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.
- E. Form internal angles square and external angles bullnosed.
- F. Sound tile after setting. Replace hollow sounding units.
- G. Keep expansion joints free of adhesive or grout. Apply sealant to joints.
- H. Prior to grouting, allow installation to completely cure; minimum of 48 hours.
- I. Grout tile joints. Use standard grout unless otherwise indicated.
- J. Apply sealant to junction of tile and dissimilar materials and junction of dissimilar planes.

### **3.04 INSTALLATION - FLOORS - THIN-SET METHODS**

- A. Over concrete substrates, install in accordance with TCA Handbook Method F122, dry-set or latex-portland cement bond coat, over crack - isolation membrane with standard grout, unless otherwise indicated.

**3.05 INSTALLATION - WALL TILE**

- A. Over cementitious backer units on studs, install in accordance with The Tile Council of North America Handbook Method W244, using membrane at toilet rooms.
- B. Over gypsum wallboard on wood or metal studs install in accordance with The Tile Council of North America Handbook Method W243, thin-set with dry-set or latex-Portland cement bond coat, unless otherwise indicated.
- C. Over interior concrete and masonry install in accordance with The Tile Council of North America Handbook Method W202, thin-set with dry-set or latex-Portland cement bond coat.

**3.06 CLEANING**

- A. Clean tile and grout surfaces.

**3.07 PROTECTION**

- A. Do not permit traffic over finished floor surface for 4 days or manufacturer's recommended curing time after installation.

**END OF SECTION**

**SECTION 09 51 00**  
**ACOUSTICAL CEILINGS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Suspended metal grid ceiling system to facilitate new window installation.
- B. Support hangers, channels, and wires.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 21 00 - Thermal Insulation: Acoustical insulation.

**1.03 REFERENCE STANDARDS**

- A. ASTM C635 - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings.
- B. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels.
- C. ASTM E1264 - Standard Classification for Acoustical Ceiling Products.
- D. GEI (SCH) - GREENGUARD "Children and Schools" Certified Products; GREENGUARD Environmental Institute.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - General Conditions, for submittal procedures.
- B. Product Data: Provide data on suspension system components.
- C. Samples: Submit two samples 4x4 inch in size illustrating material and finish of acoustical units.
- D. Samples: Submit two samples each, 6 inches long, of suspension system main runner, cross runner, and perimeter molding.
- E. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

**1.05 QUALITY ASSURANCE**

- A. Suspension System Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum ten years documented experience.
- B. Acoustical Unit Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum ten years documented experience.

**1.06 FIELD CONDITIONS**

- A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

**1.07 PROJECT CONDITIONS**

- A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
- B. Install acoustical units after interior wet work is dry.

**1.08 EXTRA MATERIALS**

- A. See Section 01 60 00 - Product Requirements, for additional provisions.
- B. Provide 800 SF of Type A acoustical unit, 160 SF of Type B acoustical unit, 48 SF of Type C, and 48 SF of Type D for Owner's use in maintenance of project.

## **PART 2 PRODUCTS**

### **2.01 ACOUSTICAL UNITS**

- A. Manufacturers:
  - 1. Armstrong World Industries, Inc: [www.armstrong.com](http://www.armstrong.com).
  - 2. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Acoustical Units - General: ASTM E1264, Class A.
- C. Acoustical Tile Type A: Painted mineral fiber, ASTM E 1264 Type III, with to the following characteristics:
  - 1. Size: 24 x 48 inches.
  - 2. Edge: Square.
  - 3. Surface Color: White.
  - 4. Surface Pattern: Fine Fissured, match existing..
  - 5. Product: Armstrong

### **2.02 SUSPENSION SYSTEM(S) UNLESS NOTED OTHERWISE ABOVE.**

- A. Manufacturers:
  - 1. Same as for acoustical units.
  - 2. Armstrong World Industries, Inc: [www.armstrong.com](http://www.armstrong.com).
  - 3. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Suspension Systems - General: ASTM C 635; die cut and interlocking components, with stabilizer bars, clips, splices, perimeter moldings, and hold down clips as required.
- C. Exposed Tee Steel Suspension System: Formed galvanized steel, commercial quality cold rolled; heavy-duty.
  - 1. Profile: Tee; for square edge panels 15/16 inch wide face.
  - 2. Construction: Double web.
  - 3. Finish: White painted.
  - 4. Product: Match existing by Armstrong.

### **2.03 ACCESSORIES**

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application and ceiling system flatness requirement specified.
- B. Perimeter Moldings: Same material and finish as grid.
- C. Acoustical Sealant For Perimeter Moldings: Specified in Section 07 90 05.
- D. Gasket For Perimeter Moldings: Closed cell rubber sponge tape.
- E. Touch-up Paint: Type and color to match acoustical and grid units.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify that layout of hangers will not interfere with other work.

### **3.02 INSTALLATION - SUSPENSION SYSTEM**

- A. Install suspension system in accordance with ASTM C 636, ASTM E 580, and manufacturer's instructions and as supplemented in this section.
- B. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:240.
- C. Lay out system to a balanced grid design with edge units no less than 50 percent of acoustical unit size.

- D. Locate system on room axis according to reflected plan.
- E. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.
- F. Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- G. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- H. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- I. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.
- J. Do not eccentrically load system or induce rotation of runners.
- K. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
  - 1. Install in bed of acoustical sealant or in bed of acoustical sealant.
  - 2. Use longest practical lengths.
  - 3. Miter or Overlap and rivet corners.
- L. Form expansion joints as detailed. Form to accommodate plus or minus 1 inch movement. Maintain visual closure.

### **3.03 TOLERANCES**

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

**END OF SECTION**

**SECTION 09 65 00**  
**RESILIENT FLOORING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Resilient tile flooring with field and accent colors. 2 color pattern.
- B. Resilient base and pre-molded internal / external corners.
- C. Installation accessories.

**1.02 RELATED REQUIREMENTS**

**1.03 REFERENCE STANDARDS**

- A. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source.
- B. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.
- C. ASTM F1066 - Standard Specification for Vinyl Composition Floor Tile.
- D. ASTM F1303 - Standard Specification for Sheet Vinyl Floor Covering with Backing.
- E. ASTM F1344 - Standard Specification for Rubber Floor Tile.
- F. ASTM F1861 - Standard Specification for Resilient Wall Base.
- G. BAAQMD 8-51 - Bay Area Air Quality Management District Regulation 8, Rule 51, Adhesive and Sealant Products; [www.baaqmd.gov](http://www.baaqmd.gov).
- H. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source; National Fire Protection Association.
- I. RFCI (RWP) - Recommended Work Practices for Removal of Resilient Floor Coverings; Resilient Floor Covering Institute.
- J. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; [www.aqmd.gov](http://www.aqmd.gov).

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- C. Shop Drawings: Indicate seaming plan.
- D. Selection Samples: Submit manufacturer's complete set of color samples for Architect's initial selection.
- E. Verification Samples: Submit two samples, 12x12 inch in size illustrating color and pattern for each resilient flooring product specified.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Protect roll materials from damage by storing on end.

**1.06 FIELD CONDITIONS**

- A. Maintain temperature in storage area between 55 degrees F and 90 degrees F.
- B. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F.

**1.07 EXTRA MATERIALS**

- A. See Section 01 60 00 - Product Requirements, for additional provisions.
- B. Provide 50 sq ft of flooring, 20 lineal feet of base, of each type and color specified.

## **PART 2 PRODUCTS**

### **2.01 TILE FLOORING**

- A. Vinyl Composition Tile: Homogeneous, with uniform color extending throughout thickness, and:
  - 1. Minimum Requirements: Comply with ASTM F 1066, of Class corresponding to type specified. Composition 1, class 2.
  - 2. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E 648.
  - 3. Size: 12 x 12 inch.
  - 4. Thickness: 0.125 inch.
  - 5. Pattern: Marbleized.
  - 6. Manufacturers:
    - a. Armstrong World Industries, Inc; Product Designer Essentials: [www.armstrong.com](http://www.armstrong.com).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.02 RESILIENT BASE**

- A. Resilient Base: ASTM F 1861, Type TP, rubber, thermoplastic; Style A, Straight; and Style B, Cove, and as follows:
  - 1. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E 648 or NFPA 253.
  - 2. Height: 2-1/2 inch, 4".
  - 3. Thickness: 0.125 inch thick.
  - 4. Finish: Satin.
  - 5. Length: Roll.
  - 6. Color: Color as selected from manufacturer's standards.
  - 7. Accessories: Premolded external corners and end stops.
  - 8. Manufacturers:
    - a. Burke Mercer; Product Rubber Myte: [www.burkeflooring.com](http://www.burkeflooring.com).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.03 ACCESSORIES**

- A. Subfloor Filler: White premix latex; type recommended by adhesive material manufacturer.
- B. Primers, Adhesives, and Seaming Materials: Waterproof; types recommended by flooring manufacturer.
  - 1. Provide only products having lower volatile organic compound (VOC) content than required by the more stringent of the South Coast Air Quality Management District Rule No.1168 and the Bay Area Air Quality Management District Regulation 8, Rule 51.
- C. Moldings and Edge Strips: Metal or metal.
  - 1. Products: manufactured by Burke Mercer = Design Basis.
- D. Filler for Coved Base: Plastic or as recommended by manufacturer.
- E. Sealer and Wax: Types recommended by flooring manufacturer.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that sub-floor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive resilient flooring.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive resilient base.
- C. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of adhesive materials to sub-floor surfaces.



- D. Verify that concrete sub-floor surfaces are ready for resilient flooring installation by testing for moisture emission rate and alkalinity; obtain instructions if test results are not within the following limits:
  - 1. Moisture emission rate: Not greater than 3 lb per 1000 sq ft per 24 hours when tested using calcium chloride moisture test kit for 72 hours.
  - 2. Alkalinity: pH range of 5-9.

### **3.02 PREPARATION**

- A. Remove existing resilient flooring and flooring adhesives; follow the recommendations of RFCI Recommended Work Practices for Removal of Resilient Floor Coverings.
- B. Remove sub-floor ridges and bumps. Fill minor low spots, cracks, joints, holes, and other defects with sub-floor filler to achieve smooth, flat, hard surface.
- C. Prohibit traffic until filler is cured.
- D. Clean substrate.
- E. Apply primer as required to prevent "bleed-through" or interference with adhesion by substances that cannot be removed.

### **3.03 INSTALLATION**

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Install in accordance with manufacturer's instructions.
- C. Spread only enough adhesive to permit installation of materials before initial set.
- D. Fit joints tightly.
- E. Set flooring in place, press with heavy roller to attain full adhesion.
- F. Where type of floor finish, pattern, or color are different on opposite sides of door, terminate flooring under centerline of door.
- G. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.
- H. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.

### **3.04 TILE FLOORING**

- A. Install in accordance with manufacturer's instructions.
- B. Mix tile from container to ensure shade variations are consistent when tile is placed, unless manufacturer's instructions say otherwise.
- C. Spread only enough adhesive to permit installation of materials before initial set.
- D. Set flooring in place, press with heavy roller to attain full adhesion.
- E. Lay flooring with joints and seams parallel or as shown on plans to building lines to produce symmetrical tile pattern.
- F. Install tile to basket weave pattern. Allow minimum 1/2 full size tile width at room or area perimeter.
- G. Where floor finishes are different on opposite sides of door, terminate flooring under centerline of door.
- H. Install edge and termination strips at unprotected or exposed edges, where flooring terminates, and where indicated. Before installation of flooring, secure metal strips with stainless steel screws.
- I. Scribe flooring to walls, columns, cabinets, and other appurtenances to produce tight joints.
- J. Install feature strips and floor markings where indicated. Fit joints tightly.

**3.05 RESILIENT BASE**

- A. Fit joints tightly and make vertical. Maintain minimum dimension of 48 inches between joints.
- B. At external and internal corners, use premolded units. At exposed ends, use premolded units.
- C. Install base on solid backing. Bond tightly to wall and floor surfaces.
- D. Scribe and fit to door frames and other interruptions.

**3.06 CLEANING**

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean, seal, and wax resilient flooring products in accordance with manufacturer's instructions.

**3.07 PROTECTION**

- A. Prohibit traffic on resilient flooring for 48 hours after installation.

**END OF SECTION**

**SECTION 09 68 00**

**CARPETING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Modular Carpet

**1.02 RELATED REQUIREMENTS**

**1.03 REFERENCE STANDARDS**

- A. ASTM D2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials.
- B. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.
- C. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.
- D. CRI (CIS) - Carpet Installation Standard; Carpet and Rug Institute.
- E. CRI (GLA) - Green Label Testing Program - Approved Adhesive Products; Carpet and Rug Institute.
- F. CRI (GLC) - Green Label Testing Program - Approved Product Categories for Carpet; Carpet and Rug Institute.
- G. CRI (GLCC) - Green Label Testing Program - Approved Product Categories for Carpet Cushion; Carpet and Rug Institute.
- H. CRI (GLP) - Green Label Plus Carpet Testing Program - Approved Products; Carpet and Rug Institute.
- I. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source; National Fire Protection Association.

**1.04 SUBMITTALS**

- A. See Section 01 33 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
- C. Samples: Submit two samples 24x24 inch in size illustrating color and pattern for each carpet and cushion material specified.
- D. LEED Report: Submit data documenting VOC content of carpet, cushion, and adhesives; copy of current CRI Approved Products Listing is acceptable.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing specified carpet with minimum five years documented experience.
- B. Installer Qualifications: Company specializing in installing carpet with minimum three years experience.

**1.06 FIELD CONDITIONS**

- A. Store materials in area of installation for minimum period of 24 hours prior to installation.
- B. Maintain minimum 70 degrees F ambient temperature 24 hours prior to, during and 24 hours after installation.
- C. Ventilate installation area during installation and for 72 hours after installation.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Carpet:
  - 1. Tandus; Product Aftermath II over Flex-Aire Cushion Modular and Powerbond.
  - 2. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.02 CARPET**

- A. Carpet : Auditorium
  - 1. Product: Aftermath II over Flex-Aire Modular (2 colors) as manufactured by Tandus
  - 2. Adhesive System: Non-wet peel & stick adhesive applied during manufacturing.

### **2.03 ACCESSORIES**

- A. Sub-Floor Filler: Type recommended by carpet manufacturer.
- B. Moldings and Edge Strips: Rubber, color as selected.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that sub-floor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive carpet.
- B. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of adhesives to sub floor surfaces.

### **3.02 PREPARATION**

- A. Remove sub-floor ridges and bumps. Fill minor or local low spots, cracks, joints, holes, and other defects with sub-floor filler.
- B. Apply, trowel, and float filler to achieve smooth, flat, hard surface. Prohibit traffic until filler is cured.
- C. Clean substrate.

### **3.03 INSTALLATION - GENERAL**

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Lay out carpet tiles:
  - 1. See drawings for pattern. if no pattern indicated consult Architect for pattern and orientation of tiles.
- C. Install carpet tight and flat on subfloor, well fastened at edges, with a uniform appearance.

### **3.04 CLEANING**

- A. Remove excess adhesive from floor and wall surfaces without damage.
- B. Clean and vacuum carpet surfaces.

**END OF SECTION**

**SECTION 09 90 00**  
**PAINTING AND COATING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints and other coatings.
- C. Scope: Prepare and paint all interior new work and patching and all exterior lintels.

**1.02 REFERENCE STANDARDS**

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications.
- C. NACE (IMP) - Industrial Maintenance Painting; NACE International; Edition date unknown.
- D. SSPC (PM1) - Good Painting Practice: SSPC Painting Manual, Vol. 1; Society for Protective Coatings.

**1.03 DEFINITIONS**

- A. Conform to ASTM D 16 for interpretation of terms used in this section.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on all finishing products and special coatings, including VOC content.
- C. Samples: Submit two paper chip samples, 1 X 1 inch in size illustrating range of colors and textures available for each surface finishing product scheduled.
- D. Samples: Submit two painted samples, illustrating selected colors and textures for each color and system selected with specified coats cascaded. Submit on aluminum sheet, 6 x 6 inch in size.
- E. Certification: By manufacturer that all paints and coatings comply with VOC limits specified.
- F. Certification: By manufacturer that all paints and coatings do not contain any of the prohibited chemicals specified; GreenSeal GS-11 certification is not required but if provided shall constitute acceptable certification.
- G. Manufacturer's Instructions: Indicate special surface preparation procedures and substrate conditions requiring special attention.
- H. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum 5 years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 5 years experience.

**1.06 REGULATORY REQUIREMENTS**

- A. Conform to applicable code for flame and smoke rating requirements for products and finishes.

**1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

#### **1.08 FIELD CONDITIONS**

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- D. Minimum Application Temperature for Varnish Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

#### **1.09 EXTRA MATERIALS**

- A. See Section 01 60 00 - Product Requirements, for additional provisions.
- B. Supply 1 gallon of each color; store where directed.
- C. Label each container with color, type, texture, and room locations in addition to the manufacturer's label.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
  - 1. ICI Paints North America: [www.icipaints.com](http://www.icipaints.com)
  - 2. Duron, Inc: [www.duron.com](http://www.duron.com).
  - 3. Sherwin Williams: [www.sherwin-williams.com](http://www.sherwin-williams.com)
  - 4. Benjamin Moore & Co: [www.benjaminmoore.com](http://www.benjaminmoore.com).
  - 5. "Green Screen" paint:
    - a. Filmtools House Brand Chroma Key Green paint (non-reflective matte finish).
    - b. Rosco 5711 Chroma Key Green Video point.
- C. Field-Catalyzed Coatings:
- D. Substitutions: See Section 01 60 00 - Product Requirements.

#### **2.02 PAINTS AND COATINGS - GENERAL**

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
  - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
  - 2. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
  - 3. Supply each coating material in quantity required to complete entire project's work from a single production run.
  - 4. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.

- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Chemical Content: The following compounds are prohibited:
  - 1. Aromatic Compounds: In excess of 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
  - 2. Acrolein, acrylonitrile, antimony, benzene, butyl benzyl phthalate, cadmium, di (2-ethylhexyl) phthalate, di-n-butyl phthalate, di-n-octyl phthalate, 1,2-dichlorobenzene, diethyl phthalate, dimethyl phthalate, ethylbenzene, formaldehyde, hexavalent chromium, isophorone, lead, mercury, methyl ethyl ketone, methyl isobutyl ketone, methylene chloride, naphthalene, toluene (methylbenzene), 1,1,1-trichloroethane, vinyl chloride.

### **2.03 PAINT SYSTEMS - EXTERIOR**

- A. Paint ME-OP-3A - Ferrous Metals, Unprimed, Alkyd, 3 Coat:
  - 1. One coat of alkyd primer.
  - 2. Semi-gloss: Two coats of alkyd enamel.

### **2.04 PAINT SYSTEMS - INTERIOR**

- A. Paint WI-OP-3L - Wood, Opaque, Latex, 3 Coat:
  - 1. One coat of latex primer sealer.
- B. Paint CI-OP-3L - Concrete/Masonry, Opaque, Latex, 3 Coat:
  - 1. One coat of block filler.
  - 2. Egg Shell: Two coats of latex enamel.
- C. Paint MI-OP-2L - Ferrous Metals, Primed, Latex, 2 Coat:
  - 1. Touch-up with latex primer or manufacturer recommended.
  - 2. Flat: Two coats of latex enamel.
- D. Paint GI-OP-3L - Gypsum Board/Plaster, Latex, 3 Coat:
  - 1. One coat of alkyd or latex primer sealer.
  - 2. Eggshell: Two coats of latex enamel.

### **2.05 ACCESSORY MATERIALS**

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  - 1. Gypsum Wallboard: 12 percent.
  - 2. Plaster and Stucco: 12 percent.
  - 3. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
  - 4. Interior Wood: 15 percent, measured in accordance with ASTM D4442.
  - 5. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.
  - 6. Concrete Floors and Traffic Surfaces: 8 percent.

### 3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Surfaces: Correct defects and clean surfaces which affect work of this section. Remove or repair existing coatings that exhibit surface defects.
- E. Marks: Seal with shellac or stain blocker those which may bleed through surface finishes.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- H. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- I. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- J. Corroded Steel and Iron Surfaces to be Painted: Prepare using at least SSPC-PC 2 (hand tool cleaning) or SSPC-SP 3 (power tool cleaning) followed by SSPC-SP 1 (solvent cleaning).
- K. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by power tool wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- L. Interior Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.

### 3.03 APPLICATION

- A. Exterior Wood to Receive Opaque Finish: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.
- B. Apply products in accordance with manufacturer's instructions.
- C. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.
- D. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- E. Apply each coat to uniform appearance.
- F. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.
- G. Sand wood and metal surfaces lightly between coats to achieve required finish.
- H. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- I. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.



**3.04 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for general requirements for field inspection.

**3.05 CLEANING**

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

**3.06 PROTECTION**

- A. Protect finished coatings until completion of project.
- B. Touch-up damaged coatings after Substantial Completion.

**END OF SECTION**

**SECTION 12 24 13**  
**ROLLER SHADES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Sunscreen roller shades.

**1.02 REFERENCE STANDARDS**

- A. ASTM G 21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.
- B. NFPA 701 - Fire Tests for Flame-Resistant Textiles and Films.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Styules, material descriptions, dimensions of individual components, profiles, features, finishes and operating instructions.
  - 3. Storage and handling requirements and recommendations.
  - 4. Mounting details and installation methods.
- C. Shop Drawings: Indicate Plans, elevations, sections, product details, installation details, operational clearances, and relationship to adjacent work.
- D. Selection Samples: For each finished product specified, one set of shade cloth options and aluminum finish color samples representing manufacturer's full range of available colors and patterns.
- E. Maintenance Data: Methods for maintaining roller shades, precautions regarding cleaning materials and methods, and instructions for operating hardware.

**1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than ten years of documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section with minimum five years of experience.
- C. Fire-Test-Response Characteristics: Passes NFPA 701 small and large-scale vertical burn. Materials tested shall be identical to products proposed for use.
- D. Anti-Microbial Characteristics: 'No Growth' per ASTM G 21 reesults for fungi ATCC9642, ATCC 9644, ATCC 9645.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver shades to project site in factory-labeled packages, marked with manufacturer and product name, fire-test-response characteristics, and location of installation using same room designations as on Drawings.

**1.06 FIELD CONDITIONS**

- A. Environmental Limitations: Install roller shades after finish work including painting is complete and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

**1.07 WARRANTY**

- A. Roller Shade Hardware and Chain Warranty: Manufacturer's standard non-depreciating twenty-five year limited warranty.

- B. Standard Shadecloth: Manufacturer's standard twenty-five year warranty.
- C. Roller Shade Installation: One year from date of Substantial Completion.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. MechoShade Systems, Inc., 42-03 35th Street, Long Island, NY 11101; Tel: 718-729-2020; Email: angela.gratereaux@mechoshade.com; Web: www.mechoshade.com.
- B. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.02 ROLLER SHADE TYPE**

- A. Manually Operated Shades:
  - 1. Mounting: Surface Mounted.
  - 2. Configuration: Single solar shadecloth.
  - 3. Solar Shadecloths:
    - a. Fabric: MechoShade's ThermoVeil 2100, 10 percent open, 2 x 2 open basket-weave pattern (or equal)
    - b. Color: Selected from manufacturer's standard colors.

### **2.03 SHADE CLOTH**

- A. Visually Transparent Shadecloth: Single thickness non-raveling 0.030-inch (0.762 mm) thick vinyl fabric, woven from 0.018-inch (457 mm) diameter extruded vinyl yarn comprising of 21 percent polyester and 79 percent reinforced vinyl.

### **2.04 SHADE BAND**

- A. Shade Bands: Construction of shade band includes the fabric, the hem weight, hem-pocket, shade roller tube, and the attachment of the shade band to the roller tube. Sewn hems and open hem pockets are not acceptable.
  - 1. Hem Pockets and Hem Weights: Fabric hem pocket with RF-welded seams (including welded ends) and concealed hem weights. Hem weights shall be of appropriate size and weight for shade band. Hem weight shall be continuous inside a sealed hem pocket. Hem pocket construction and hem weights shall be similar, for all shades within one room.
  - 2. Shade Band and Shade Roller Attachment:
    - a. Use extruded aluminum shade roller tube of a diameter and wall thickness required to support shade fabric without excessive deflection. Roller tubes less than 1.55 inch (39.37 mm) in diameter for manual shades are not acceptable.
    - b. Provide for positive mechanical engagement with drive/brake mechanism.
    - c. Provide for positive mechanical attachment of shade band to roller tube; shade band shall be made removable/replaceable with a "snap-on" "snap-off" spline mounting, without having to remove shade roller from shade brackets.
    - d. Mounting spline shall not require use of adhesives, adhesive tapes, staples, and/or rivets.

### **2.05 SHADE FABRICATION**

- A. Fabricate units to completely fill existing openings from head to sill and jamb to jamb, unless specifically indicated otherwise.

### **2.06 COMPONENTS**

- A. Access and Material Requirements:
  - 1. Provide shade hardware allowing for the removal of shade roller tube from brackets without removing hardware from opening and without requiring end or center supports to be removed.
  - 2. Provide shade hardware that allows for removal and re-mounting of the shade bands without having to remove the shade tube, drive or operating support brackets.

3. Use only Delrin engineered plastics by DuPont for all plastic components of shade hardware. Styrene based plastics, and /or polyester, or reinforced polyester will not be acceptable.
- B. Manual Operated Chain Drive Hardware and Brackets:
  1. Provide for universal, regular and offset drive capacity, allowing drive chain to fall at front, rear or non-offset for all shade drive and brackets. Universal offset shall be adjustable for future change.
  2. Provide hardware capable for installation of a removable fascia, for both regular and/or reverse roll, which shall be installed without exposed fastening devices of any kind.
  3. Provide positive mechanical engagement of drive mechanism to shade roller tube. Friction fit connectors for drive mechanism connection to shade roller tube are not acceptable.
  4. Provide shade hardware constructed of minimum 1/8-inch (3.18 mm) thick plated steel or heavier as required to support 150 percent of the full weight of each shade.
  5. Drive Bracket/Brake Assembly:
    - a. Drive sprocket and brake assembly shall rotate and be supported on a welded 3/8 inch (9.525 mm) steel pin.
    - b. The brake shall be an over-running clutch design which disengages to 90 percent during the raising and lowering of a shade. the brake shall withstand a pull force of 50 lbs. (22 kg) in the stopped position.
    - c. The braking mechanism shall be applied to an oil-impregnated hub on to which the brake system is mounted. The oil impregnated hub design includes an articulated brake assembly. The assembly shall be permanently lubricated. Products that require externally applied lubrication and/or not permanently lubricated are not acceptable.
    - d. The entire assembly shall be fully mounted on the steel support bracket, and fully independent of the shade tube assembly, which may be removed and reinstalled without effecting the roller shade limit adjustments.
    - e. Drive Chain: #10 qualified stainless steel chain rated to 90 lbs. (41 kg) minimum breaking strength. Nickel plate chain shall not be acceptable.
  6. Include Mecho / 5 Extended bracket with optional Mecho SnapLoc fascia per drawings (RS-1).
  7. Include Mecho / 5 Slimline bracket with optional Mecho SnapLoc fascia per drawings (RS-2).

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Do not begin installation until substrates have been properly prepared.

#### **3.02 PREPARATION**

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

#### **3.03 INSTALLATION**

- A. Install roller shades level, plumb, square, and true according to manufacturer's written instructions, and located so shade band is not closer than 2 inches (50 mm) to interior face of glass. Allow proper clearances for window operation hardware.
- B. Adjust and balance roller shades to operate smoothly, easily, safely, and free from binding or malfunction throughout entire operational range.
- C. Clean roller shade surfaces after installation, according to manufacturer's written instructions.

**3.04 PROTECTION**

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

**END OF SECTION**

**SECTION 23 31 00**  
**HVAC DUCTS AND CASINGS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Metal ductwork.
- B. Casing and plenums.
- C. Kitchen hood ductwork.

**1.02 RELATED REQUIREMENTS**

- A. Section 09 90 00 - Painting and Coating: Weld priming, weather resistant, paint or coating.
- B. Section 23 33 00 - Air Duct Accessories.
- C. Section 23 37 00 - Air Outlets and Inlets.

**1.03 REFERENCE STANDARDS**

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- C. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
- D. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength, Low Alloy, and High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable
- E. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low Alloy, High-Strength Low-Alloy With Improved Formability, and Ultra-High Strength
- F. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- G. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric].
- H. ASTM C14 - Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe.
- I. ASTM C14M - Standard Specification for Nonreinforced Concrete Sewer, Storm Drain, and Culvert Pipe [Metric].
- J. ASTM C443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
- K. ASTM C443M - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets (Metric).
- L. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; National Fire Protection Association.
- M. NFPA 90B - Standard for the Installation of Warm Air Heating and Air Conditioning Systems; National Fire Protection Association.
- N. NFPA 96 - Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations; National Fire Protection Association.
- O. SMACNA (LEAK) - HVAC Air Duct Leakage Test Manual; Sheet Metal and Air Conditioning Contractors' National Association.
- P. SMACNA (DCS) - HVAC Duct Construction Standards.

- Q. SMACNA (FGD) - Fibrous Glass Duct Construction Standards; Sheet Metal and Air Conditioning Contractors' National Association.
- R. SMACNA (KVS) - Kitchen Ventilation Systems and Food Service Equipment Fabrication & Installation Guidelines.
- S. UL 181 - Standard for Factory-Made Air Ducts and Air Connectors; Underwriters Laboratories Inc..
- T. IECC 2012 - International Energy Conservation Code - Duct construction standards, leakage testing

#### **1.04 PERFORMANCE REQUIREMENTS**

- A. No variation of duct configuration or sizes permitted except by written permission. Size round ducts installed in place of rectangular ducts in accordance with ASHRAE table of equivalent rectangular and round ducts.

#### **1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for duct materials and duct connections.
- C. Shop Drawings: Indicate duct fittings, particulars such as gages, sizes, welds, and configuration prior to start of work for all systems.
- D. MANDATORY Test Reports: Pressure test all ductwork. Indicate pressure tests performed. Include date, section tested, test pressure, and leakage rate, following SMACNA (LEAK) - HVAC Air Duct Leakage Test Manual.
  - 1. Utilize standard equation  $CL=FP^{0.65}$  where F= Measured leakage rate in CFM per 100 square feet of duct surface, and P = Static Pressure of the test.
- E. Manufacturer's Certificate: Certify that installation of glass fiber ductwork meet or exceed recommended fabrication and installation requirements.
- F. Project Record Documents: Record actual locations of ducts and duct fittings. Record changes in fitting location and type. Show additional fittings used.

#### **1.06 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing the type of work specified in this section, with minimum five years of documented experience.

#### **1.07 REGULATORY REQUIREMENTS**

- A. Construct ductwork to NFPA 90A, NFPA 90B, and NFPA 96 standards.

#### **1.08 FIELD CONDITIONS**

- A. Do not install duct sealants when temperatures are less than those recommended by sealant manufacturers.
- B. Maintain temperatures within acceptable range during and after installation of duct sealants.

### **PART 2 PRODUCTS**

#### **2.01 DUCT ASSEMBLIES**

#### **2.02 MATERIALS**

- A. Galvanized Steel for Ducts: Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G90/Z275 coating.
- B. Aluminum for Ducts: ASTM B209 (ASTM B209M); aluminum sheet, alloy 3003-H14. Aluminum Connectors and Bar Stock: Alloy 6061-T651 or of equivalent strength.

- C. Stainless Steel for Ducts: ASTM A 240/A 240M, Type 304.
- D. Hanger Rod: ASTM A36/A36M; steel, galvanized; threaded both ends, threaded one end, or continuously threaded.
- E. Flexible Ducts:
  - 1. Two ply vinyl film supported by helically wound spring steel wire.
    - a. Pressure Rating: 10 inches WG positive and 1.0 inches WG negative.
    - b. Maximum Velocity: 4000 fpm.
    - c. Temperature Range: -10 degrees F to 160 degrees F.
- F. Insulated Flexible Ducts:
  - 1. Two ply vinyl film supported by helically wound spring steel wire; fiberglass insulation; polyethylene vapor barrier film.
    - a. Pressure Rating: 10 inches WG positive and 1.0 inches WG negative.
    - b. Maximum Velocity: 4000 fpm.
    - c. Temperature Range: -10 degrees F to 160 degrees F.
- G. Stainless Steel Ducts: ASTM A 666, Type 304.
- H. All Ducts: Galvanized steel, unless otherwise indicated.
- I. Low Pressure Supply (Heating Systems): 1 inch w.g. pressure class, galvanized steel.
- J. Low Pressure Supply (System with Cooling Coils): 1 inch w.g. pressure class, galvanized steel.
- K. Medium and High Pressure Supply (All VAV Primary Supply Duct between AHU and VAV Terminal Unit): 2 inch w.g. pressure class, galvanized steel.
- L. Return and Relief: 1 inch w.g. pressure class, galvanized steel.
- M. General Exhaust: 1 inch w.g. pressure class, galvanized steel.
- N. Kitchen Cooking Hood Exhaust: 1/2 inch w.g. pressure class, galvanized steel.
  - 1. Asphalt base.
  - 2. Construct of 18 gage stainless steel using continuous external welded joints in rectangular sections.
- O. Joint Sealers and Sealants: Non-hardening, water resistant, mildew and mold resistant.
  - 1. Type: Heavy mastic or liquid used alone or with tape, suitable for joint configuration and compatible with substrates, and recommended by manufacturer for pressure class of ducts.
  - 2. VOC Content: Not more than 250 g/L, excluding water.

## **2.03 DUCTWORK FABRICATION**

- A. Fabricate and support in accordance with SMACNA HVAC Duct Construction Standards and as indicated.
- B. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.
- C. Construct T's, bends, and elbows with radius of not less than 1-1/2 times width of duct on centerline. Where not possible and where rectangular elbows must be used, provide turning vanes. .
- D. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.
- E. Fabricate continuously welded round and oval duct fittings in accordance with SMACNA HVAC Duct Construction Standards.
- F. Fabricate continuously welded round and oval duct fittings two gages heavier than duct gages indicated in SMACNA Standard. Joints shall be minimum 4 inch cemented slip joint, brazed or electric welded. Prime coat welded joints.



- G. Provide standard 45 degree lateral wye takeoffs unless otherwise indicated where 90 degree conical tee connections may be used.
- H. Where ducts are connected to exterior wall louvers and duct outlet is smaller than louver frame, provide blank-out panels sealing louver area around duct. Use same material as duct, painted black on exterior side; seal to louver frame and duct.

## **2.04 MANUFACTURED DUCTWORK AND FITTINGS**

- A. Manufacture in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible, and as indicated. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.
- B. Double Wall Insulated Round Ducts: Round spiral lockseam duct with paintable galvanized steel outer wall, perforated galvanized steel inner wall; fitting with solid inner wall. Provide paint in color selected by architect.
  - 1. Manufacture in accordance with SMACNA HVAC Duct Construction Standards.
  - 2. Insulation:
    - a. Thickness: 1 inch.
    - b. Material: Fiberglass, with mylar coating between insulation and perforated liner.
- C. Transverse Duct Connection System: SMACNA "J" rated rigidly class connection, interlocking angle and duct edge connection system with sealant, gasket, cleats, and corner clips.
  - 1. Manufacturers:

## **2.05 CASINGS**

- A. Fabricate casings in accordance with SMACNA HVAC Duct Construction Standards and construct for operating pressures indicated.
- B. Mount floor mounted casings on 4 inch high concrete curbs. At floor, rivet panels on 8 inch centers to angles. Where floors are acoustically insulated, provide liner of 18 gage galvanized expanded metal mesh supported at 12 inch centers, turned up 12 inches at sides with sheet metal shields.
- C. Mount floor mounted casings on 4 inch high concrete curbs. At floor, rivet panels on 8 inch centers to angles. Where floors are acoustically insulated, provide liner of 18 gage galvanized expanded metal mesh supported at 12 inch centers, turned up 12 inches at sides with sheet metal shields.
- D. Reinforce door frames with steel angles tied to horizontal and vertical plenum supporting angles. Install hinged access doors where indicated or required for access to equipment for cleaning and inspection.
  - 1. Provide clear wire glass observation ports, minimum 6 X 6 inch size.

## **2.06 KITCHEN HOOD EXHAUST DUCTWORK**

- A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards, SMACNA Kitchen Ventilation Systems and Food Service Equipment Fabrication & Installation Guidelines and NFPA 96.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install, support, and seal ducts in accordance with SMACNA HVAC Duct Construction Standards.
- B. Install in accordance with manufacturer's instructions.
- C. Duct sizes indicated are inside clear dimensions. For lined ducts, maintain sizes inside lining.
- D. Install and seal metal and flexible ducts in accordance with SMACNA HVAC Duct Construction Standards - Metal and Flexible.

- E. Provide openings in ductwork where required to accommodate thermometers and controllers. Provide pilot tube openings where required for testing of systems, complete with metal can with spring device or screw to ensure against air leakage. Where openings are provided in insulated ductwork, install insulation material inside a metal ring.
- F. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.
- G. Use crimp joints with or without bead for joining round duct sizes 8 inch and smaller with crimp in direction of air flow.
- H. Use double nuts and lock washers on threaded rod supports.
- I. Tape joints of PVC coated metal ductwork with PVC tape.
- J. Connect terminal units to supply ducts with one foot maximum length of flexible duct. Do not use flexible duct to change direction.
- K. Connect diffusers or light troffer boots to low pressure ducts with 5 feet maximum length of flexible duct held in place with strap or clamp.
- L. Connect flexible ducts to metal ducts with adhesive plus sheet metal screws.
- M. Set plenum doors 6 to 12 inches above floor. Arrange door swings so that fan static pressure holds door in closed position.
- N. Use stainless steel for ductwork exposed to view and stainless steel or carbon steel for ducts where concealed.
- O. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.
- P. At exterior wall louvers, seal duct to louver frame and install blank-out panels as required.

### **3.02 RANGE HOOD EXHAUST DUCT INSTALLATIONS**

- A. Install ducts to allow for thermal expansion of ductwork through 2000 deg F temperature range.
- B. Provide residue traps in kitchen hood exhaust ducts at base of vertical risers with provisions for clean out.
- C. Install ducts without dips or traps that may collect residues, unless traps have continuous or automatic residue removal.
- D. Install access openings at each change in direction and at 50-foot intervals; locate on sides of duct a minimum of 1-1 1/2 inches from bottom; and fit with grease-tight covers of same material as duct.
- E. Do not penetrate fire-rated assemblies.

### **3.03 CLEANING AND TESTING**

- A. Clean duct system and force air at high velocity through duct to remove accumulated dust. To obtain sufficient air, clean half the system at a time. Protect equipment that could be harmed by excessive dirt with temporary filters, or bypass during cleaning.
- B. Conduct required duct-leakage testing as defined within this specification and otherwise noted in the contract documents.

### **3.04 SCHEDULES**

- A. Ductwork Material:
  - 1. Low Pressure Supply (Heating Systems): Steel, Aluminum.
  - 2. Low Pressure Supply (System with Cooling Coils): Steel, Aluminum.
  - 3. Medium and High Pressure Supply: Steel.
  - 4. Return and Relief: Steel, Aluminum.
  - 5. General Exhaust: Steel, Aluminum.

6. Kitchen Hood Exhaust: Carbon Steel, Stainless Steel.
  7. Outside Air Intake: Steel.
  8. Exposed round ductwork: Double-walled spiral.
- B. Ductwork Pressure Class:
1. Supply (Heating Systems): 1 inch
  2. Supply (System with Cooling Coils): 2 inch.
  3. Return and Relief: 1 inch.
  4. General Exhaust: 1 inch.
  5. Outside Air Intake: 1 inch.

**END OF SECTION**

**SECTION 23 33 00**  
**AIR DUCT ACCESSORIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Air turning devices/extractors.
- B. Backdraft dampers - metal.
- C. Backdraft dampers.
- D. Combination fire and smoke dampers.
- E. Duct access doors.
- F. Duct test holes.
- G. Fire dampers.
- H. Flexible duct connections.
- I. Smoke dampers.
- J. Volume control dampers.

**1.02 RELATED REQUIREMENTS**

- A. Section 23 31 00 - HVAC Ducts and Casings.
- B. Section 26 27 17 - Equipment Wiring: Electrical characteristics and wiring connections.

**1.03 REFERENCE STANDARDS**

- A. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; National Fire Protection Association.
- B. NFPA 92 - Standard for Smoke-Control Systems.
- C. NFPA 92A - Standard for Smoke-Control Systems Utilizing Barriers and Pressure Differences.
- D. SMACNA (DCS) - HVAC Duct Construction Standards.
- E. UL 33 - Heat Responsive Links for Fire-Protection Service; Underwriters Laboratories Inc..
- F. UL 555 - Standard for Fire Dampers; Underwriters Laboratories Inc..
- G. UL 555S - Standard for Leakage Rated Dampers for Use in Smoke Control Systems; Underwriters Laboratories Inc..

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide for shop fabricated assemblies including volume control dampers, duct access doors, duct test holes, and hardware used. Include electrical characteristics and connection requirements.
- C. Shop Drawings: Indicate for shop fabricated assemblies including volume control dampers, duct access doors, and duct test holes.
- D. Manufacturer's Installation Instructions: Provide instructions for fire dampers and combination fire and smoke dampers.

**1.05 PROJECT RECORD DOCUMENTS**

- A. Record actual locations of access doors and test holes.

**1.06 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum five years of documented experience.

- B. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Protect dampers from damage to operating linkages and blades.

#### **1.08 EXTRA MATERIALS**

- A. See Section 01 60 00 - Product Requirements, for additional provisions.
- B. Provide two of each size and type of fusible link.

### **PART 2 PRODUCTS**

#### **2.01 AIR TURNING DEVICES/EXTRACTORS**

- A. Manufacturers:
  - 1. Krueger: [www.krueger-hvac.com](http://www.krueger-hvac.com).
  - 2. Ruskin Company: [www.ruskin.com](http://www.ruskin.com).
  - 3. Titus: [www.titus-hvac.com](http://www.titus-hvac.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Multi-blade device with blades aligned in short dimension; steel construction; with individually adjustable blades, mounting straps.

#### **2.02 BACKDRAFT DAMPERS - METAL**

#### **2.03 BACKDRAFT DAMPERS**

- A. Manufacturers:
  - 1. Louvers & Dampers, Inc: [www.louvers-dampers.com](http://www.louvers-dampers.com).
  - 2. Nailor Industries Inc: [www.nailor.com](http://www.nailor.com).
  - 3. Ruskin Company: [www.ruskin.com](http://www.ruskin.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Gravity Backdraft Dampers, Size 18 x 18 inches or Smaller, Furnished with Air Moving Equipment: Air moving equipment manufacturer's standard construction.

#### **2.04 BACKDRAFT DAMPERS - FABRIC**

- A. Fabric Backdraft Dampers: Factory-fabricated, 18 gage, galvanized steel frame.
  - 1. Blades: Neoprene coated fabric material.
  - 2. Birdscreen: 1/2 inch nominal mesh of galvanized steel or aluminum.
  - 3. Maximum Velocity: 1000 fpm (5 m/sec) face velocity.
- B. Multi-Blade, Parallel Action Gravity Balanced Backdraft Dampers: galvanized steel or extruded aluminum, with center pivoted blades of maximum 6 inch width, with felt or flexible vinyl sealed edges, linked together in rattle-free manner with 90 degree stop, steel ball bearings, and plated steel pivot pin; adjustment device to permit setting for varying differential static pressure.

#### **2.05 COMBINATION FIRE AND SMOKE DAMPERS**

- A. Manufacturers:
  - 1. Louvers & Dampers, Inc: [www.louvers-dampers.com](http://www.louvers-dampers.com).
  - 2. Nailor Industries Inc: [www.nailor.com](http://www.nailor.com).
  - 3. Ruskin Company: [www.ruskin.com](http://www.ruskin.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Fabricate in accordance with NFPA 90A, UL 555, UL 555S, and as indicated.
- C. Provide factory sleeve and collar for each damper.
- D. Multiple Blade Dampers: Fabricate with 16 gage galvanized steel frame and blades, oil-impregnated bronze or stainless steel sleeve bearings and plated steel axles, stainless steel

jamb seals, 1/8 x 1/2 inch plated steel concealed linkage, stainless steel closure spring, blade stops, and lock, and 1/2 inch actuator shaft.

- E. Operators: UL listed and labelled spring return electric type suitable for 120 volts, single phase, 60 Hz. Provide end switches to indicate damper position. Locate damper operator on interior of duct and link to damper operating shaft.
- F. Normally Closed Smoke Responsive Fire Dampers: Curtain type, opening by gravity upon actuation of electro thermal link, flexible stainless steel blade edge seals to provide constant sealing pressure.
- G. Normally Open Smoke Responsive Fire Dampers: Curtain type, closing upon actuation of electro thermal link, flexible stainless steel blade edge seals to provide constant sealing pressure, stainless steel springs with locking devices to ensure positive closure for units mounted horizontally.
- H. Electro Thermal Link: Fusible link melting at 165 degrees F; 120 volts, single phase, 60 Hz; UL listed and labeled.

## **2.06 DUCT ACCESS DOORS**

- A. Manufacturers:
  - 1. Nailor Industries Inc: [www.nailor.com](http://www.nailor.com).
  - 2. Ruskin Company: [www.ruskin.com](http://www.ruskin.com).
  - 3. SEMCO Incorporated: [www.semcoinc.com](http://www.semcoinc.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Fabricate in accordance with SMACNA HVAC Duct Construction Standards and as indicated.
- C. Fabrication: Rigid and close-fitting of galvanized steel with sealing gaskets and quick fastening locking devices. For insulated ducts, install minimum 1 inch thick insulation with sheet metal cover.
  - 1. Less Than 12 inches Square: Secure with sash locks.
  - 2. Up to 18 inches Square: Provide two hinges and two sash locks.
  - 3. Up to 24 x 48 inches: Three hinges and two compression latches with outside and inside handles.
  - 4. Larger Sizes: Provide an additional hinge.
- D. Access doors with sheet metal screw fasteners are not acceptable.

## **2.07 DUCT TEST HOLES**

- A. Temporary Test Holes: Cut or drill in ducts as required. Cap with neat patches, neoprene plugs, threaded plugs, or threaded or twist-on metal caps.
- B. Permanent Test Holes: Factory fabricated, air tight flanged fittings with screw cap. Provide extended neck fittings to clear insulation.

## **2.08 FIRE DAMPERS**

- A. Manufacturers:
  - 1. Louvers & Dampers, Inc: [www.louvers-dampers.com](http://www.louvers-dampers.com).
  - 2. Nailor Industries Inc: [www.nailor.com](http://www.nailor.com).
  - 3. Ruskin Company: [www.ruskin.com](http://www.ruskin.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Fabricate in accordance with NFPA 90A and UL 555, and as indicated.
- C. Ceiling Dampers: Galvanized steel, 22 gage frame and 16 gage flap, two layers 0.125 inch ceramic fiber on top side and one layer on bottom side for round flaps, with locking clip.
- D. Horizontal Dampers: Galvanized steel, 22 gage frame, stainless steel closure spring, and lightweight, heat retardant non-asbestos fabric blanket.

- E. Curtain Type Dampers: Galvanized steel with interlocking blades. Provide stainless steel closure springs and latches for horizontal installations or closure under air flow conditions. Configure with blades out of air stream except for 1.0 inch pressure class ducts up to 12 inches in height.
- F. Multiple Blade Dampers: 16 gage galvanized steel frame and blades, oil-impregnated bronze or stainless steel sleeve bearings and plated steel axles, 1/8 x 1/2 inch plated steel concealed linkage, stainless steel closure spring, blade stops, and lock.
- G. Fusible Links: UL 33, separate at 160 degrees F with adjustable link straps for combination fire/balancing dampers.

## **2.09 FLEXIBLE DUCT CONNECTIONS**

- A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards and as indicated.
- B. Flexible Duct Connections: Fabric crimped into metal edging strip.
  - 1. Fabric: UL listed fire-retardant neoprene coated woven glass fiber fabric to NFPA 90A, minimum density 30 oz per sq yd.
    - a. Net Fabric Width: Approximately 6 inches wide.
  - 2. Metal: 3 inches wide, 24 gage thick galvanized steel.
- C. Lead Vinyl Sheet: Minimum 0.55 inch thick, 0.87 lbs per sq ft, 10 dB attenuation in 10 to 10,000 Hz range.

## **2.10 SMOKE DAMPERS**

- A. Manufacturers:
  - 1. Louvers & Dampers, Inc: [www.louvers-dampers.com](http://www.louvers-dampers.com).
  - 2. Nailor Industries Inc: [www.nailor.com](http://www.nailor.com).
  - 3. Ruskin Company: [www.ruskin.com](http://www.ruskin.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Fabricate in accordance with NFPA 90A and UL 555S, and as indicated.
- C. Dampers: UL Class 1 multiple blade type fire damper, normally closed automatically operated by electric actuator.
- D. Electro Thermal Link: Fusible link melting at 165 degrees F; 120 volts, single phase, 60 Hz; UL listed and labeled.

## **2.11 VOLUME CONTROL DAMPERS**

- A. Manufacturers:
  - 1. Louvers & Dampers, Inc: [www.louvers-dampers.com](http://www.louvers-dampers.com).
  - 2. Nailor Industries Inc: [www.nailor.com](http://www.nailor.com).
  - 3. Ruskin Company: [www.ruskin.com](http://www.ruskin.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Fabricate in accordance with SMACNA HVAC Duct Construction Standards and as indicated.
- C. Splitter Dampers:
  - 1. Material: Same gage as duct to 24 inches size in either direction, and two gages heavier for sizes over 24 inches.
  - 2. Blade: Fabricate of double thickness sheet metal to streamline shape, secured with continuous hinge or rod.
  - 3. Operator: Minimum 1/4 inch diameter rod in self aligning, universal joint action, flanged bushing with set screw .
- D. Single Blade Dampers: Fabricate for duct sizes up to 6 x 30 inch.

- E. Multi-Blade Damper: Fabricate of opposed blade pattern with maximum blade sizes 8 x 72 inch. Assemble center and edge crimped blades in prime coated or galvanized channel frame with suitable hardware.
- F. End Bearings: Except in round ducts 12 inches and smaller, provide end bearings. On multiple blade dampers, provide oil-impregnated nylon or sintered bronze bearings.
- G. Quadrants:
  - 1. Provide locking, indicating quadrant regulators on single and multi-blade dampers.
  - 2. On insulated ducts mount quadrant regulators on stand-off mounting brackets, bases, or adapters.

### **PART 3 EXECUTION**

#### **3.01 PREPARATION**

- A. Verify that electric power is available and of the correct characteristics.

#### **3.02 INSTALLATION**

- A. Install accessories in accordance with manufacturer's instructions, NFPA 90A, and follow SMACNA HVAC Duct Construction Standards. Refer to Section 23 31 00 for duct construction and pressure class.
- B. Provide backdraft dampers on exhaust fans or exhaust ducts nearest to outside and where indicated.
- C. Provide duct access doors for inspection and cleaning before and after filters, coils, fans, automatic dampers, at fire dampers, combination fire and smoke dampers, and elsewhere as indicated. Provide for cleaning kitchen exhaust ducts in accordance with NFPA 96. Provide minimum 8 x 8 inch size for hand access, 18 x 18 inch size for shoulder access, and as indicated. Provide 4 x 4 inch for balancing dampers only. Review locations prior to fabrication.
- D. Provide duct test holes where indicated and required for testing and balancing purposes.
- E. Provide fire dampers, combination fire and smoke dampers, and smoke dampers at locations indicated, where ducts and outlets pass through fire rated components, and where required by authorities having jurisdiction. Install with required perimeter mounting angles, sleeves, breakaway duct connections, corrosion resistant springs, bearings, bushings and hinges.
- F. Install smoke dampers and combination smoke and fire dampers in accordance with NFPA 92.
  - 1. Smoke dampers shall be integrated into the "smoke purge control system". Dampers in the return ductwork shall be overridden to the open position when the smoke purge is activated.
- G. Demonstrate re-setting of fire dampers to Owner's representative.
- H. At fans and motorized equipment associated with ducts, provide flexible duct connections immediately adjacent to the equipment.
- I. At equipment supported by vibration isolators, provide flexible duct connections immediately adjacent to the equipment.
- J. For fans developing static pressures of 5.0 inches and over, cover flexible connections with leaded vinyl sheet, held in place with metal straps.
- K. Provide balancing dampers at points on supply, return, and exhaust systems where branches are taken from larger ducts as required for air balancing. Install minimum 2 duct widths from duct take-off.
- L. Use splitter dampers only where indicated.
- M. Provide balancing dampers on high velocity systems where indicated.



- N. Provide balancing dampers on duct take-off to diffusers, grilles, and registers, regardless of whether dampers are specified as part of the diffuser, grille, or register assembly.

**END OF SECTION**

**SECTION 23 37 00**  
**AIR OUTLETS AND INLETS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Diffusers.
- B. Registers/grilles.
- C. Door grilles.
- D. Louvers.
- E. Goosenecks.

**1.02 RELATED REQUIREMENTS**

- A. Section 09 90 00 - Painting and Coating: Painting of ducts visible behind outlets and inlets.

**1.03 REFERENCE STANDARDS**

- A. AMCA 500-L - Laboratory Methods of Testing Louvers for Rating; Air Movement and Control Association International, Inc..
- B. ARI 890 - Standard for Air Diffusers and Air Diffuser Assemblies; Air-Conditioning and Refrigeration Institute.
- C. ASHRAE Std 70 - Method of Testing the Performance of Air Outlets and Inlets; American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc..
- D. SMACNA (DCS) - HVAC Duct Construction Standards.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for equipment required for this project. Review outlets and inlets as to size, finish, and type of mounting prior to submission. Submit schedule of outlets and inlets showing type, size, location, application, and noise level.
- C. Samples: Submit one of each required air outlet and inlet type.
- D. Project Record Documents: Record actual locations of air outlets and inlets.

**1.05 QUALITY ASSURANCE**

- A. Test and rate air outlet and inlet performance in accordance with ASHRAE Std 70.
- B. Test and rate louver performance in accordance with AMCA 500-L.

**1.06 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum five years of documented experience.

**1.07 MOCK-UP**

- A. Provide mock-up of typical exterior or exterior ceiling module with supply and return air outlets.
- B. Locate where directed.
- C. Mock-up may remain as part of the Work.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Carnes Company HVAC: [www.carnes.com](http://www.carnes.com).
- B. Krueger: [www.krueger-hvac.com](http://www.krueger-hvac.com).
- C. Price Industries: [www.price-hvac.com](http://www.price-hvac.com).

- D. Titus: [www.titus-hvac.com](http://www.titus-hvac.com).
- E. Tuttle and Bailey: [www.tuttleandbailey.com](http://www.tuttleandbailey.com).
- F. Substitutions: See Section 01 60 00 - Product Requirements.

## **2.02 RECTANGULAR CEILING DIFFUSERS**

- A. Type: Square, stamped, multi-core diffuser to discharge air in 360 degree, one way, two way, three way or four way pattern as shown on drawings and with sectorizing baffles where indicated.
- B. Frame: Surface mount or inverted T-bar as indicated on drawings. In plaster ceilings, provide plaster frame and ceiling frame.
- C. Fabrication: Aluminum with baked enamel off-white finish.
- D. Accessories: Radial opposed blade damper and multi-louvered equalizing grid with damper adjustable from diffuser face.

## **2.03 PERFORATED FACE CEILING DIFFUSERS**

- A. Type: Perforated face with fully adjustable pattern and removable face.
- B. Frame: Surface mount or Inverted T-bar as indicated on drawings. In plaster ceilings, provide plaster frame and ceiling frame.
- C. Fabrication: Steel with steel or aluminum frame and baked enamel off-white finish.
- D. Accessories: Radial opposed blade damper and multi-louvered equalizing grid with damper adjustable from diffuser face.

## **2.04 CEILING SUPPLY REGISTERS/GRILLES**

- A. Type: Streamlined and individually adjustable curved blades to discharge air along face of grille, two-way deflection.
- B. Frame: 1 inch margin with countersunk screw mounting and gasket.
- C. Fabrication: Aluminum extrusions with factory off-white enamel or prime coat finish as indicated on drawings or selected by architect.
- D. Damper: Integral, gang-operated, opposed blade type with removable key operator, operable from face.

## **2.05 CEILING EXHAUST AND RETURN REGISTERS/GRILLES**

- A. Type: Streamlined blades, 3/4 inch minimum depth, 3/4 inch maximum spacing, with blades set at 45 degrees, horizontal face.
- B. Frame: 1 inch margin with countersunk screw mounting.
- C. Fabrication: Aluminum extrusions, with factory off-white enamel, baked enamel, or prime coated finish as indicated on drawings or selected by architect.
- D. Damper: Integral, gang-operated, opposed blade type with removable key operator, operable from face where not individually connected to exhaust fans.
- E. Gymnasiums: Provide front pivoted or welded in place blades, securely fastened to be immobile.

## **2.06 CEILING GRID CORE EXHAUST AND RETURN REGISTERS/GRILLES**

- A. Type: Fixed grilles of 1/2 x 1/2 x 1/2 inch louvers.
- B. Fabrication: Acrylic plastic with off-white finish.
- C. Frame: Channel lay-in frame for suspended grid ceilings.
- D. Damper: Integral, gang-operated, opposed blade type with removable key operator, operable from face.

## **2.07 WALL SUPPLY REGISTERS/GRILLES**

- A. Type: Streamlined and individually adjustable blades, 3/4 inch minimum depth, 3/4 inch maximum spacing with spring or other device to set blades, horizontal face, double deflection.
- B. Frame: 1 inch margin with countersunk screw mounting and gasket.
- C. Fabrication: Aluminum extrusions, with factory off-white enamel, baked enamel, prime coat or clear lacquer finish as indicated on drawings or selected by architect.
- D. Damper: Integral, gang-operated opposed blade type with removable key operator, operable from face.
- E. Gymnasiums: Provide front pivoted or welded in place blades, securely fastened to be immobile.

## **2.08 WALL EXHAUST AND RETURN REGISTERS/GRILLES**

- A. Type: Streamlined blades, 3/4 inch minimum depth, 3/4 inch maximum spacing, with spring or other device to set blades, horizontal face.
- B. Frame: 1 inch margin with countersunk screw mounting.
- C. Fabrication: Aluminum extrusions, with factory off-white enamel, baked enamel, prime coated or clear lacquer finish as indicated on drawings or selected by architect.
- D. Damper: Integral, gang-operated, opposed blade type with removable key operator, operable from face.
- E. Gymnasiums: Provide front pivoted or welded in place blades, securely fastened to be immobile.

## **2.09 WALL GRID CORE EXHAUST AND RETURN REGISTERS/GRILLES**

- A. Type: Fixed grilles of 1/2 x 1/2 x 1/2 inch louvers.
- B. Fabrication: Aluminum with factory clear lacquer, off-white enamel or baked enamel finish as indicated on drawings or selected by architect.
- C. Frame: 1 inch margin with countersunk screw mounting.
- D. Damper: Integral, gang-operated, opposed blade type with removable key operator, operable from face.

## **2.10 DOOR GRILLES**

- A. Type: V-shaped louvers of 20 gage thick steel, 1 inch deep on 1/2 inch centers.
- B. Frame: 20 gage steel with auxiliary frame to give finished appearance on both sides of door, with factory prime coat finish.

## **2.11 LOUVERS**

- A. Type: 4 inch or 6 inch deep as indicated on drawings with blades on 45 degree slope, heavy channel frame, 1/2 inch square mesh screen over exhaust and 1/2 inch square mesh screen over intake.
- B. Fabrication: 12 gage thick extruded aluminum, welded assembly, with factory prime coat, baked enamel, anodized or fluoropolymer spray finish as indicated on drawings or selected by architect.
- C. Mounting: Furnish with exterior angle flange, screw holes in jambs or masonry strap anchors for installation.

## **2.12 GOOSENECKS**

- A. Fabricate in accordance with SMACNA HVAC Duct Construction Standards of minimum 18 gage galvanized steel.

- B. Mount on minimum 12 inch high curb base where size exceeds 9 x 9 inch.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Check location of outlets and inlets and make necessary adjustments in position to conform with architectural features, symmetry, and lighting arrangement.
- C. Install diffusers to ductwork with air tight connection.
- D. Provide balancing dampers on duct take-off to diffusers, and grilles and registers, despite whether dampers are specified as part of the diffuser, or grille and register assembly.
- E. Paint ductwork visible behind air outlets and inlets matte black. Refer to Section 09 90 00.

#### **3.02 AIR OUTLET AND INLET SCHEDULE**

- A. See Drawings

**END OF SECTION**